

SERVICE CONTRACT  
FOR  
LOGISTICS SERVICES

**Buyer**

General Motors Corporation  
30009 Van Dyke Avenue  
Warren, MI 48090  
Mail Code: 480-206-315  
Attention: Kelly McKay  
Fax: 586-575-0288

**Provider**

Innovative Logistics Inc.  
9850 Pelham Road  
Taylor, MI 48180-3852  
Attention: Norm Klein Jr.  
Telephone: 313-299-3100

This Service Contract for Logistics Services is made and entered into by and between Buyer and Provider. This Service Contract consists of and is subject to the following:

1. Service Contract for Logistics Services (Cover Letter)
2. Service Provider -- Logistics, General Terms and Conditions, dated: February 8, 2007
3. Services Special Terms --Lead Logistics Provider, dated: April 18, 2005
4. Services Statement of Work and incorporated appendices:

<u>Appendix #</u>	<u>Description</u>	<u>Revision Date</u>
1	Locations Served	01-01-09
2A	Scope Of Work -- ODC	06-04-07
2A1	Scope Change Form	06-21-07
9B	Carrier Requirements	03-27-07
12A	Material Truck Lane Exhibit	10-25-06
12B	Material Truck Special Terms-T2	09-28-07a
12C	General Terms & Conditions -T2	09-28-07
12D	Service Contract Cover Letter	06-03-05
16A1-8	Pricing	01-01-09
16B	Fuel Adjustment	05-25-07
16C	LLP Management Fee & Comp.	06-21-07
17	Operating Plan template	v3.5 or current version
18	LLP Invoice template	Current version
21	Reports	

Unless otherwise agreed between Buyer and Provider, this Service Contract shall be effective as follows:

Beginning date: January 1, 2009

In Witness Whereof, Buyer and Provider have executed this Service Contract as of the beginning date specified above.

  
Buyer Signature

Name (print): Matthew Essmann  
Title: Logistics Purchasing Manager  
Date: 11-24-08

  
Provider Signature

Name (print): Norman S. Klein Jr.  
Title: President  
Date: 11/24/08

**SERVICE PROVIDER -- LOGISTICS  
GENERAL TERMS AND CONDITIONS**

**1. PROVISION OF SERVICES**

Provider agrees to provide, on a non-exclusive basis, services, including transportation-related services, to Buyer in accordance with the terms of this contract and the Statement of Requirements or Statement of Work (as may be amended by the parties from time to time) which has been provided to Provider and is incorporated into this contract by reference ("Services"). In the event of a conflict between any provision of these General Terms and Conditions and the Statement of Requirements or Statement of Work, these General Terms and Conditions will apply with respect to the Services covered by such Statement of Requirements or Statement of Work.

Nothing contained herein shall be deemed to constitute a representation regarding minimum levels of Services or assured levels of compensation by Buyer. Service volumes are subject to change and Provider accepts the risk of such volume fluctuations. Provider acknowledges that the Services may be a part of a global network of service providers providing the same or complementary services and Provider will be expected to perform the Services in cooperation and collaboration with such other service providers.

**2. ACCEPTANCE**

Provider has read and understands this contract and agrees that Provider's written acceptance or commencement of any work or services under this contract shall constitute Provider's acceptance of these terms and conditions (including those incorporated by reference) only.

**3. SERVICES SPECIAL TERMS; APPENDICES**

The terms and conditions specifically applying to Provider's Service mode may be set forth in the applicable Services Special Terms, which have been separately provided to Provider and are incorporated into this contract by reference. Routes, charges, and operational details related to the Services may be set forth in one or more appendices to this contract ("Appendices"), which are hereby incorporated by reference into this contract. In the event of a conflict between any provision of this contract and an Appendix, the most recent Appendix will apply with respect to Services covered by such Appendix.

**4. NONRECOURSE**

Provider agrees to look solely to Buyer for any payment of freight or other charges owed to it, and agrees that its sole recourse in the event of nonpayment shall be against Buyer, and not against any customer of Buyer. Provider waives any and all claims Provider may have against Buyer's customer for payment of charges for services rendered by Provider.

**5. BEST EFFORTS; STANDARD OF WORKMANSHIP**

Provider will use its best skills and judgment to perform the Services in furtherance of the interests of Buyer, and in a safe, timely, diligent, efficient, and economic manner. At

Provider's sole expense, Provider will provide all facilities, equipment, and properly trained and licensed operators and other personnel necessary to carry out the Services. Services will be performed by competent personnel, and will be of professional quality, consistent with generally accepted industry standards for the performance of such services. Conveyances and other equipment necessary to perform Services will be maintained in good working condition and operated in a safe, efficient, and economic manner.

#### **6. CONTROL OF SERVICES**

Buyer will not request, and Provider shall not perform, Services that would require Provider or any of its representatives, employees, subcontractors or others to exceed or violate any applicable laws, rules, or regulations. Provider has sole and exclusive control over the manner in which Provider and its employees and/or subcontractors perform Services. Such individuals shall be considered employees or subcontractors of Provider only and shall be subject to employment, discharge, discipline and control solely and exclusively by Provider, which shall be fully responsible for their acts.

#### **7. ASSIGNMENT**

Unless otherwise specifically prohibited by applicable law, Provider may not assign or delegate its rights or obligations under this contract without Buyer's prior written consent. Buyer may assign this agreement at any time, and shall provide Provider with prior written notice of such assignment.

#### **8. CONTINUOUS IMPROVEMENT**

Provider will have in place a continuous improvement process which focuses on achieving customer satisfaction. Provider will make available to Buyer upon request its continuous improvement plan describing the process Provider uses to implement continuous improvement and the documentation used to monitor and evaluate the process.

#### **9. SHIPPING DOCUMENTS**

Commitments for specific Services may be made through the issuance of a shipping document, as applicable (e.g., bill of lading, shipping notice, shipping order) in either written or electronic form, in accordance with all applicable laws and Buyer's established procedures. Shipping documents will include the correct identification of all goods shipped in accordance with Buyer's instructions and Provider's requirements. Identification of the goods on bills of lading, invoices, and similar documents will be sufficient to enable Buyer to easily identify the goods. Invoices that may be issued for the purpose of customs clearance are not intended as routing instructions. Provider shall carry all shipping documents required by the applicable laws and in force in the territory in which Provider provides Services. In the event there is a conflict between the provisions of this contract and any terms and conditions on a bill of lading, invoice, or other shipping document, the provision of this contract will take precedence. All shipping documents issued will be subject to the terms and conditions of this contract.

#### **10. RATES AND CHARGES**

Rates and charges for the Services between specified points are set forth in the Appendices. All such rates and charges are exclusive of any value added or similar tax. When such value added or similar tax is charged by Provider, Provider must provide an original invoice issued to Buyer, itemizing such tax as a separate line item. Provider agrees that there are no other rates, charges, additional costs, or surcharges except those established in the Appendices and/or exhibits thereto. Unless otherwise mutually agreed in writing, the rates and charges set forth in an Appendix shall remain fixed throughout the term of the applicable Appendix, and are not subject to any new surcharges that may be implemented during the term of this contract.

#### **11. PAYMENT FOR SERVICES**

Time for payment will commence upon receipt by Buyer of a correct and complete invoice for Services rendered, and any cash discount privileges will be extended until such time as payment is due hereunder. Unless otherwise agreed in an Appendix, payment shall only be made upon the completion of the Services. Buyer may separately specify to Provider the required format, content, and timing of submissions of invoices for Services.

Unless otherwise mutually agreed in writing, the payment date will be the date established by Buyer's Multilateral Netting System ("MNS-2"), which provides, subject to banking and Buyer holidays, that payment will be made on the 2nd day of the 2nd month following the receipt of a correct and complete invoice. If the 2nd day of the 2nd month is a Saturday, Sunday, or bank or Buyer holiday, then payment will be on the next business day thereafter. Provider agrees to accept payment by check or by electronic funds transfer, in U.S. dollars or such other currency as is mutually agreed by Provider and Buyer. If payment is to be made by electronic funds transfer, Provider shall provide Buyer with appropriate bank details to effect such transfer, and Provider is responsible for all its own costs associated with electronic funds transfer.

Invoices which are received by Buyer more than 90 days after Services are performed will not be accepted for payment. Inquiries or claims for non-payment received by Buyer more than 30 days after such invoices are due and payable will not be investigated, researched, or paid. Each of Buyer and Provider retains the right for 18 months following payment to identify any erroneous under-, over-, or duplicate payment of the individual rates and charges identified in this contract, and to file a claim accordingly.

#### **12. FINANCIAL RECORDS; RIGHT TO AUDIT**

At the request of Buyer, Provider will provide Buyer with true and correct information as to its financial condition and copies, audited if available, of its current financial statements. Provider further grants to Buyer access to all pertinent ledgers, books, records, electronic files, correspondence, written instructions, drawings, receipts and allocations related to the Services, and agrees to maintain the records for at least 5 years (or such longer period as may be required by the law applicable in the jurisdiction in which Services are provided) and in a manner to facilitate an audit. Provider agrees that such audit may be used as a basis for settlement of charges for Services. Buyer

understands and acknowledges that such records secured from Provider during the course of a review are the confidential and proprietary information of Provider. All information derived from any such review shall be used by Buyer solely for purposes consistent with the terms and conditions of this contract and shall not be disclosed to any third party. Buyer shall have the right to enter, at all reasonable times, Provider's premises on which Services are being performed.

### **13. INSURANCE**

Provider shall obtain and maintain, pursuant to the terms of this contract and at its sole expense, insurance coverage of the types and with the minimum limits set forth in the applicable Services Special Terms. By requiring Provider to obtain insurance coverage, Buyer does not represent that coverage and limits will be adequate to protect Provider. The purchase of the required insurance coverage by Provider or the furnishing of certificate(s) of insurance will not release Provider from its respective obligations or liabilities.

All such coverage shall apply worldwide regardless of where a claim may occur. If required in a particular country where Services will be performed, Provider will obtain the same or similar coverages through insurers admitted or licensed to underwrite in such country. Provider shall provide Buyer with a certificate of insurance evidencing Buyer as an additional insured for all coverage except [*delete in Mexico:* Workers Compensation], Cargo Legal Liability and Employers Liability (if applicable) for all activities connected with this contract, and stating that the above-listed insurance is primary to any coverage that may be available to Buyer. Provider shall cause its insurance company to provide in such certificates for at least 30 days prior written notice to Buyer of cancellation, modification, or material change to any policy.

Such certificate shall be in a form acceptable to, and underwritten by insurance company(ies) satisfactory to Buyer. By requiring insurance herein, Buyer does not represent that coverage and limits will necessarily be adequate to protect Provider. The purchase of appropriate insurance coverage by Provider or the furnishing of certificate(s) of insurance shall not release Provider from its obligations or liabilities under this contract.

### **14. LOSS AND DAMAGE**

Provider's responsibility for loss or damage to goods being transported or stored under this contract is set forth in the Services Special Terms.

### **15. CLAIMS PROCEDURE**

The process for administering claims, including any limits upon the time to file such claims, for loss or damage to goods being transported or stored under this contract are set forth in the Services Special Terms.

### **16. INDEMNIFICATION**

Provider shall indemnify and hold Buyer harmless from and against the following liabilities:

- a. Any liability, claims, demands or expenses (including attorney's and other professional fees) for damages to the property of or injuries (including death) to Buyer, its employees or any other person, arising from or in connection with Provider's performance of Services or use of Buyer's property, except for such liability, claim, or demand arising out of the sole negligence of Buyer.
- b. Any and all claims made against Buyer by or on behalf of Provider's employees, agents or subcontractors for salary or other compensation or payments resulting or claimed to have resulted, in whole or in part, from services Provider or its agents or subcontractors perform for Buyer.
- c. Any and all penalties for fines of any character which may be sought to be enforced against Buyer by reason of an alleged violation by Provider, its agents or subcontractors of any federal, state, provincial, or local law, rule or regulation.
- d. Any and all claims made by or on behalf of Buyer's customer against Buyer, if such claim arises from services rendered by Provider, its agents or subcontractors.

#### **17. FORCE MAJEURE**

Any delay or failure of Provider or Buyer to perform its obligations shall be excused if, and to the extent that, such delay or failure is the result of an event or occurrence beyond the reasonable control of such party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay and a recovery plan) shall be given by the affected party to the other party as soon as possible after the event or occurrence. During the period of such delay or failure to perform by Provider, Buyer, at its option, may obtain the Services from other sources, without liability to Provider. In addition, Provider at its expense shall take such actions as are necessary to ensure the uninterrupted supply of Services to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Provider's labor contract(s). If requested by Buyer, Provider shall, within 10 days, provide adequate assurances that the delay shall not exceed 30 days. If the delay lasts more than 30 days or Provider does not provide adequate assurance that the delay will cease within 30 days, Buyer may immediately terminate the relevant Appendix(ces) without liability.

#### **18. TERM**

This contract shall be effective as of the date on which Provider commences Services, or as otherwise specified in the first effective Appendix, and shall remain in effect for so

long as any Appendix is still in effect. Each Appendix shall be effective and continue in effect for the term specified therein.

#### **19. INSOLVENCY**

Buyer may immediately terminate this contract without liability to Provider in any of the following or other comparable events: (a) insolvency of Provider; (b) filing of a voluntary petition in bankruptcy or business reorganization by Provider; (c) filing of any involuntary petition in bankruptcy or business reorganization against Provider; (d) appointment of a receiver or trustee for Provider; or (e) execution of an assignment for the benefit of creditors by Provider, provided that such petition, appointment, or assignment is not vacated or nullified within 15 days of such event. Provider shall reimburse Buyer for all costs incurred by Buyer in connection with any of the foregoing, including, but not limited to, all attorney's or other professional fees.

#### **20. TERMINATION FOR BREACH OR NONPERFORMANCE; SALE OF ASSETS OR CHANGE IN CONTROL**

Buyer reserves the right to terminate all or any part of this contract, without liability to Provider, if Provider: (a) repudiates or breaches any of the terms of this contract; (b) fails to perform Services as specified by Buyer; (c) fails to make progress so as to endanger timely and proper completion of Services; and does not correct such failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach. In addition, Buyer may terminate this contract upon giving at least 60 days notice to Provider, without liability to Provider, if Provider (i) sells, or offers to sell, a material portion of its assets, or (ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged, a sufficient amount of its stock that effects a change in the control of Provider.

#### **21. CONFIDENTIALITY**

For purposes of this Paragraph, Buyer's Information means all information (oral or written) and documents (in any medium) that have been furnished to Provider by Buyer, or that has been developed by Provider in connection with the Services. Buyer is willing to disclose Buyer's Information only with the understanding that Provider will maintain its confidentiality. Provider acknowledges that Buyer's Information is being disclosed to Provider for the sole purpose of permitting Provider to perform the Services, and agrees that it will not use Buyer's Information for any other purpose. In addition, Provider agrees that it will not disclose, disseminate or otherwise make available Buyer's Information to anyone, other than to those employees who have a need to know it in order for Provider to fulfill its obligations under this contract, without the prior written agreement of Buyer. Provider's employees, and any other person consented to by Buyer, to whom Buyer's Information is made available, shall sign an agreement containing obligations similar to those contained in this Paragraph.

Provider shall provide for the physical, managerial and electronic security of Buyer's Information such that Buyer's Information is reasonably maintained and secured, ensuring it is safe from unauthorized access or use during utilization, transmission and

storage. Should any unauthorized breach occur, Provider shall notify Buyer as soon as reasonably practicable, but not later than 24 hours after Provider becomes aware of such breach.

At Buyer's request or upon completion of Provider's use of Buyer's Information, Provider will return all copies of Buyer's Information to Buyer or, at Buyer's request, will destroy Buyer's Information and certify such destruction to Buyer. Provider may retain a copy of Buyer's Information, for archival purposes only, subject to Provider's continuing obligations under this Paragraph.

Provider further agrees to indemnify and hold Buyer harmless from any all liabilities, damages, fines, penalties, costs, claims, demands and expenses (including costs of defense, settlement and reasonable attorney's fees), arising out of the disclosure or improper use of Buyer's Information by Provider, Provider's employees, or any other person to whom Provider disclosed Buyer's Information. Provider will immediately notify Buyer upon learning of any unauthorized use or disclosure of any Buyer's Information.

Provider recognizes that the disclosure of Buyer's Information may give rise to irreparable injury and acknowledges that remedies other than injunctive relief may not be adequate. Accordingly, Buyer has the right to seek equitable and injunctive relief to prevent the unauthorized disclosure of any Buyer's Information, as well as such damages or other relief as is occasioned by such unauthorized use or disclosure.

In the event Provider is required to disclose Buyer's Information in connection with any judicial proceeding or government investigation, then Provider shall promptly notify Buyer and allow a reasonable time for Buyer to seek a protective order from the appropriate court or government agency. Thereafter, Provider may disclose Buyer's Information to the extent required by law, subject to any applicable protective order.

In addition, Provider recognizes that its close association with Buyer's personnel and access to Buyer's Information in the course of performing this contract may enable Provider to evaluate publicly available information about Buyer from an insider's perspective and that Buyer's proprietary information would be revealed if such evaluations were published. Therefore, Provider agrees not to publish, or help anyone publish, anything whatsoever about Buyer concerning the subject matter of this contract, except with the prior written consent of Buyer.

## **22. NO ADVERTISING**

Provider shall not, and shall be responsible to ensure that its parents, subsidiaries, affiliates, and subcontractors do not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Provider has contracted to furnish Buyer the Services, or use any trademarks, logos, slogans or trade names of Buyer in Provider's advertising or promotional materials.



### **23. COMPLIANCE WITH LAWS; FORCED LABOR**

Provider, and any Services supplied by Provider, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) where Services are provided or that relate to the provision, licensing, approval, or certification of the Services, including, but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety[*in Europe, add:* , and including any certification required in connection with domestic or cross-border transport of goods within the European Union]. Provider shall be responsible for obtaining and maintaining any approvals, permits and licenses required under national, state and local laws, ordinances, regulations and rules that are applicable to the performance of Services. [*In Europe, add:* Provider represents that it and any carrier, freight forwarder or other third party hired by Provider as a subcontractor will only use employees in possession of either the necessary work permit or, to the extent required by law, an official negative certification. Any employees performing transport services under this contract will carry the originals of the relevant documentation with the transport at all times. ]Provider represents that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor or engage in abusive employment practices or corrupt business practices in the provision of Services. At Buyer's request, Provider shall certify in writing its compliance with the foregoing [*in Europe, add:* and/or immediately submit all original licences, permits or other required documentation at any time to Buyer for inspection]. Provider shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Provider's noncompliance.

### **24. IMPORT AND EXPORT CONTROL**

This contract shall be subject to, and Provider shall comply with, all import and export control laws, statutes, regulations, rules, orders, licenses, requirements, and governmental requests applicable to imports, exports, and/or transactions pursuant to or in connection with this contract.

### **25. CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM**

For shipments with origins or destinations in North America, Provider will ensure compliance by all personnel, contractors, and subcontractors, including provision of electronic or paper data if required, to programs offered by U.S. Bureau of Customs and Border Protection, the U.S. Transportation Security Administration, U.S. Department of Homeland Security, Canada Customs and Revenue Agency, and Mexican Customs that facilitate the expeditious crossing of borders while preventing the unauthorized movement of materials. The referenced programs include, but are not limited to:

#### United States

C-TPAT (Customs Trade Partnership Against Terrorism)

FAST (Free and Secure Trade)

NCAP (National Customs Automated Program)

ACE (Automated Commercial Environment)

Unannounced programs between the USA and other countries

Canada

FAST (Free and Secure Trade)

CSA (Canada Self Assessment)

PIP (Partners in Protection)

Unannounced programs between Canada and other countries

Mexico

FAST (Free and Secure Trade)

Unannounced programs between Mexico and other countries

Provider will ensure that any personnel, contractor, or subcontractor governed by its Operating Plan, and modifications thereto, are in full compliance including the execution of any required Memoranda of Understanding (MOUs) and applications.

Provider will ensure that electronic data is provided if required in the above programs.

**26. HAZARDOUS MATERIALS**

The consignor of the goods shall identify the content of the shipment and properly pack, package, label, and mark the goods in accordance with all applicable dangerous goods and hazardous materials laws before tendering to Provider. Provider shall not release hazardous materials for transport unless shipping papers, packaging, marking, labeling, permits, and placarding are in conformance with the appropriate governing regulations. Provider shall maintain updated copies of applicable regulations and ensure employees are adequately trained with respect to the requirement of such regulations.

**27. SETOFF/RECOUPMENT**

In addition to any right of setoff or recoupment provided by law, all amounts due to Provider shall be considered net of indebtedness of Provider and its affiliates/subsidiaries to Buyer and its affiliates/subsidiaries; and Buyer shall have the right to setoff against or to recoup from any amounts due to Provider and its affiliates/subsidiaries from Buyer and its affiliates/subsidiaries.

**28. NO IMPLIED WAIVER**

The failure of either Provider or Buyer at any time to require performance by the other party of any provision of this contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this contract constitute a waiver of any succeeding breach of the same or any other provision.

**29. RELATIONSHIP OF PARTIES**

Provider and Buyer are independent contracting parties and nothing in this contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

### 30. GOVERNING LAW; JURISDICTION

This contract is to be construed according to the laws of the country (and state/province, if applicable) from which this contract is issued as shown by the address of Buyer, excluding any conflict of law provisions that would require application of another choice of law. Any action or proceedings by Buyer against Provider may be brought by Buyer in any court(s) having jurisdiction over Provider or, at Buyer's option, in the court(s) having jurisdiction over Buyer's location, in which event Provider consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Provider against Buyer may be brought by Provider only in the court(s) having jurisdiction over the location of Buyer from which this contract is issued.

[*In Singapore, add:* The Singapore Contracts (Rights of Third Parties) Act (Cap. 53B) ("CRTP Act") shall not apply to this contract and any person who is not party to this contract shall have no rights under the CRTP Act to enforce any of its terms.]

[*In Indonesia, add:* In the event of termination of this contract for any reason, both parties agree to waive the provisions of Articles 1266 and 1267 of the Indonesian Civil Code.]

[*In [Colombia, Ecuador, \_\_\_\_\_], add: [arbitration provision]*]

### 31. SEVERABILITY

If any term(s) of this contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this contract shall remain in full force and effect.

### 32. ENTIRE AGREEMENT

This contract, together with the Appendices, attachments, exhibits, supplements, or other terms of Buyer specifically referenced in this contract, constitutes the entire agreement between Provider and Buyer with respect to the matters contained in this contract and supersedes all prior oral or written representations and agreements. [*in Europe, add:* No other General Terms and Conditions shall apply, even if the application of such general terms and conditions is customary by any trade or business practice.]

### 33. MODIFICATION

No waiver, alteration, or modification of any of the provisions of this contract will be binding upon either party unless in writing signed by a duly authorized representative of both parties.

### 34. NOTICES

Any notice, notification, approval, election or other communication delivered, given or made by one party hereto to another under this contract shall be in writing and shall be delivered personally; sent by special courier service (such as DHL, Federal Express, etc.),

postage prepaid; or sent by facsimile to that party's address set out in this contract or to such other address as may be requested by either party in writing. A notice or other communication is deemed to be given if: (i) personally delivered, on the date of delivery; (ii) sent by special courier service, on the expiration of 5 business days after posting; or (iii) sent by facsimile, a successful transmission report is received by the sender.

### **35. BUYER'S GOODS**

Unless otherwise agreed in writing between Buyer and Provider, at no time and in no circumstances shall Provider acquire any interest in the goods handled by Provider in its provision of Services hereunder. Notwithstanding any other clause to the contrary, Provider agrees to immediately release the goods to Buyer upon demand.

*[In Mexico, Chile, and \_\_\_\_\_, add:]* **36. LANGUAGE**

This contract (including any exhibits or appendices hereto) shall be entered into in the Spanish language. In the event that this contract is signed in Spanish and English, the Spanish version shall govern.]

*[In Mexico, add:]* **37. LABOR CLAUSE**

Provider accepts and recognizes that the workers or employees that take part in the performance of this contract, are Provider's own and will depend exclusively on Provider. Provider recognizes that none of these people have any contractual relation with Buyer, and that Provider assumes all the liabilities derived from the Federal Law of Labor, general laws, regulations, and other connected dispositions, as well as all types of labor claims. Provider is solely liable for registering its workers and employees with the Mexican Institute of Social Insurance and any other agency with jurisdiction in Mexico, and any other obligations which arise from accident, disease, or illness of Provider's employees during the term of this contract. In addition, Provider must register its employees with the federal registry of contributors, payments corresponding to the payment of utilities, as well as all other benefits and payments originated in the laws and other relative dispositions related to social security, tax on rent, and the inscription with the afore.

If Provider decides to hire foreign personnel, Provider will be solely liable for ensuring that their workers, employees, or their suppliers, comply with immigration documents and requirements necessary to work in Mexico. Provider shall hold Buyer harmless from and against any liability claims, demands of any claim arising from Provider's noncompliance, either total or partial of these obligations.

Provider will be responsible for any liability, claims or demands by its employees against Provider or Buyer and/or its affiliates and/or subsidiaries before any authority, and Provider shall hold Buyer harmless from any claim against Buyer and/or anyone of its directors, managers or employees in connection with such liability, claims, or demands by employees. In addition to being liable to pay to Buyer the costs, damages and attorneys' fees or other professional fees or any other costs incurred by Buyer for its defense, Buyer will have the right to discount the following payments to Provider: the total amount of the attorneys' or other professional fees or any other according to the

before mentioned. If the amount owed to Buyer under this clause is more than the sum of outstanding payments due, or if there are not outstanding payments due, then Provider must deposit the difference or the total amount of the reimbursement into an account designated to Buyer within 15 days of written notice to Provider.]

**SERVICES SPECIAL TERMS  
LEAD LOGISTICS PROVIDER**

**Shipper:** General Motors Corporation  
30009 Van Dyke Avenue  
Warren, MI 48090  
Attention: Kelly McKay  
Fax: 586-575-0288

**LLP:** Innovative Logistics, Inc.  
9850 Pelham Road  
Taylor, MI 48180-3852  
Attention: Norm Klein Jr.  
Telephone: 313-299-3100

These Services Special Terms, together with GM's Service Provider -- Logistics General Terms and Conditions and all other documents incorporated by reference herein or therein, constitute the contract between GM and LLP. All capitalized or defined terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions. As used herein and in the General Terms and Conditions, "LLP", "Carrier" and "Service Provider" shall be interchangeable, as shall be "GM", "Buyer" and "Shipper".

**1. LEAD LOGISTICS PROVIDER SERVICES**

These Services Special Terms relate to the transportation Services and transportation-related Services which LLP provides for GM under the GM program commonly referred to as Lead Logistics Provider. LLP agrees to provide such Services as may reasonably be required by GM, consistent with GM's business needs hereunder and the agreed upon Appendices hereto. These Services may include the design or development of, and the management or operation of, one or more logistics channels for GM freight. Such services may also include, as directed from time to time by GM, one or more of the following:

- (a) Planning a logistics network to obtain an optimum sourcing, manufacturing and distribution network;
- (b) Determining optimum transportation modes and methods, such as less-than-truckload (LTL), small package, truckload (TL), and milk-runs (i.e., repetitive, specific, scheduled LTL routes), including one-way, round trip, and stop-off movements;
- (c) Performing analysis of freight origins, volumes, and shipping frequencies to identify opportunities for freight consolidations and de-consolidations;
- (d) Managing transportation of GM goods by carriers, and, where applicable, managing warehouses / crossdocks;
- (e) Contracting with and paying motor carriers for routes managed by LLP; and

- (f) Continuous improvement in the above services through combined efforts of the parties with resulting increases in efficiency and cost savings.

Services are further envisioned to include the assignment of equipment and personnel to the service of GM in order to optimize their utilization to achieve maximum cost reduction for GM. This utilization will be achieved in a just-in-time service environment, which will provide consistent flows, on-time deliveries and pickups (sequenced for LTL routes), and all related information management functions. Through these Services, the parties seek to utilize synergies of lean manufacturing and lean logistics principles, leveraging their operational expertise to achieve customized, optimal inbound freight solutions for the GM operations served hereunder. This goal is expected to be reached with significantly reduced cost while achieving significantly improved service. To help achieve this goal, the parties envision LLP may locate several of its employees at GM operations served under this contract.

**Appendix 1** identifies the GM operations and any other authorized locations served under this contract. The specific "Services" are set forth in other Appendices attached hereto and incorporated herein by reference.

## **2. DESIGNING, MANAGING AND CONTINUOUS IMPROVEMENT OF SERVICES**

LLP will manage shipments from GM's suppliers to GM's operations and other authorized locations identified herein with a view toward continuous improvement consistent with this contract. LLP's obligation to manage such inbound and outbound freight from time to time as required by GM, includes any combination of the following:

- (a) determination and selection of the delivery mode and route that satisfies plant delivery requirements including inbound dock requirements, component storage capability, and other reasonable cost and time constraints established by GM from time to time for inbound shipments,
- (b) scheduling of carriers' pickup time at GM suppliers,
- (c) providing GM's suppliers with advance notice of the carrier's identity and scheduled pickup time,
- (d) verifying component ship quantities at suppliers against GM schedule requirements,
- (e) providing GM's operations with advance notice of the carrier's identity and scheduled delivery time,
- (f) aiding in GM's procurement of Advance Shipping Notifications ("ASN") identifying shipping containers and part numbers,
- (g) segregating and expediting all GM freight deemed by GM to be especially urgent, in accordance with GM requirements,
- (h) completing proper contracts with and paying second-tier carriers in a timely fashion,

- (i) other activities associated with the total management of second-tier carriers,
- (j) verifying the accuracy of ASN's, updating ASN status and creating No Shipper Records ("NSR") when necessary,
- (k) inputting Problem Report and Resolutions ("PRR") into the GM system, and
- (l) those requirements outlined in the LLP Scope Document and RFQ requirements, which are attached as **Appendices 2A and 2B** respectively hereto.

GM will provide LLP with written procedures specifying such things as methods to be used in handling competitive bids under this contract, documentation required for the receipt and payment of invoices, and other day to day activities requiring a routine procedure to satisfy GM's internal requirements. The procedures will ensure documentation of authorized deviations of limited time and scope from routine procedures under this contract where an appendix or amendment is determined by the GM Material Flow Manager to be unnecessary. LLP will follow the procedures set forth in carrying out its obligations hereunder.

### **3. LLP USE OF GM FACILITIES**

To facilitate efficiencies and continuous improvement hereunder, GM will make available to LLP, without charge, office space (together with appropriate parking) at its involved operation(s), which is reasonably sized and located, consistent with GM practices and operational needs. LLP will keep such office space and related equipment in neat and orderly condition, consistent with surrounding areas. Utilities, including without charge, one or more telephone communication lines to support voice and data communications for use in connection with this contract, and janitorial services will remain the responsibility of GM, and basic office furniture will be provided by GM. Any computer hardware/software, word processing or dedicated fax equipment, or the like, needed to support logistics ops, will be the responsibility of LLP; provided, however, that any such equipment LLP proposes to bring on GM's property shall be subject to the approval of GM, and shall be clearly and permanently marked as being the property of LLP. Any computer hardware/software, word processing or dedicated fax equipment, or the like, or required to access or manage a GM process (i.e. material control) will be provided by GM.

LLP personnel on GM property will be subject to security, safety and other rules applicable to GM employees at the involved operation. LLP will instruct its involved personnel in such rules based upon information provided by GM, and otherwise cooperate, and instruct their personnel to cooperate, with GM in this regard. When appropriate, this may include the attendance of LLP personnel at GM training sessions.

### **4. MANAGERS, DRIVERS AND EQUIPMENT**

LLP will require that carriers will provide all equipment and properly trained and licensed drivers and other personnel. Carriers will be required to maintain, in good working condition, motor vehicles and other equipment necessary to perform transportation and will be required to take steps to operate such equipment in a safe, efficient and economic manner. LLP will require



that carriers' drivers and other personnel will conduct themselves in a professional manner at all times.

Except as provided in appendices, GM will have no responsibility for special vehicles or equipment separate from or in addition to the responsibilities provided herein..

Unless otherwise provided in the applicable Appendix, LLP will ensure all carriers have operable two-way communication onboard in the form of satellite tracking and/or cell phone.

LLP will ensure compliance with 'GM Trailer Safety Standards' and other applicable rules and standards published by GM and issued to carriers generally.

#### **5. CONTROL OF SERVICES**

GM will not request, and LLP will not perform or have others perform, Services which will require LLP, or the carriers, or their drivers or other personnel to exceed or violate speed, safety or transportation laws, or any other applicable laws, rules or regulations. LLP and its carriers have sole and exclusive control over the manner in which personnel perform Services. As between GM and LLP, such individuals will at all times be considered employees or subcontractors of LLP, and will be subject to employment, discharge, discipline, and control solely by LLP, which will be fully responsible for their acts. The relationship between the parties hereto will, at all times, be that of independent contractors.

#### **6. COOPERATION; PERFORMANCE REVIEWS**

The parties will cooperate in all matters relating to Services, including efforts to improve processes and reduce the cost of Services for their mutual benefit. LLP will use its best skills and judgment to perform the Services in furtherance of the interests of GM, and in a safe, timely, diligent, efficient and economical manner. It is specifically understood and agreed that the parties desire to meet the goals hereunder at the lowest reasonable cost. In order to maintain the focus of both parties, and their respective personnel, on the goals of this contract, GM and LLP will arrange for periodic performance reviews.

These reviews will be held with the Performance Review Committee no less often than once per calendar quarter. The purpose is to ensure that appropriate standards are followed and to further ensure that the procedures undertaken by LLP are best suited to consistently meet or exceed the goals hereunder. In order to maintain cost-efficient operations, the quarterly reviews will include review of the then current budget and attainment of the cost reduction goals established herein.

The Performance Review Committee will be required to prepare agendas for and keep minutes of its meetings and the actions taken by it. Members of the Performance Review Committee may conduct meetings by telephone. The Performance Review Committee may not amend this contract except in the manner provided for herein, but within the terms of this contract it is authorized to be the principal point of policy coordination and direction.

#### **7. LEAD LOGISTICS PROVIDER COUNCIL**

GM intends to contract with other Lead Logistics Providers who will provide, for other GM locations, services similar to those provided by LLP herein. To help facilitate the improvements

contemplated by this contract, and realize those improvements throughout GM's operations, GM will ask each Lead Logistics Provider to participate in a Council for the purpose of sharing non-proprietary experience and improvements to GM transportation processes. LLP will participate in the Lead Logistics Provider Council by having an appropriate management representative attend Council meetings and share non-proprietary experiences intended to assist with the efficient movement of components on behalf of GM.

#### **8. CARRIER SELECTION**

It is anticipated that affiliates of LLP will be the carrier for some of the freight moved under this contract, and that LLP will, with exceptions called out in this contract, contract for and manage the remainder. In its design and management of transportation services hereunder, LLP will use competitive bid processes and benchmark tests to assure compliance with the goals of this contract.

#### **9. COMPETITIVE BID PROCESS**

As requested by GM, LLP will participate in a competitive bid process to select the carriers for the movement of GM's freight in accordance with GM practices and procedures, including, but not limited to GM Spot Buy requirements.

#### **10. CARRIER RATES AND CHARGES**

The rates and charges for carrier transportation and related services will be those established by LLP from time to time for the benefit of GM. Except as provided herein, the rates and charges for carrier transportation and related services will be established by the competitive bid process. From time to time LLP may have opportunities to substitute carriers or modes of transportation which provide GM with superior service and/or lower overall transportation costs. LLP is to seek out such opportunities and to make appropriate substitutions when to do so is in GM's best interest.

#### **11. CARRIER REPLACEMENT BY GM**

GM may, with or without cause, disqualify any carrier providing transportation and related services for the movement of GM's freight. LLP may question any such disqualification by immediately contacting GM with its concern and to determine if steps may be taken to cure the reason for GM's desire to disqualify a carrier. If the parties cannot agree on any such steps, LLP will honor GM's disqualification of any carrier and act in a commercially reasonable and prompt manner to replace such disqualified carrier.

#### **12. CARRIER CONTRACTING**

LLP will contract with the carriers selected by GM and LLP substantially in the form attached hereto as **Appendix 12**. Any substantive deviation from the provisions of Appendix 12 without prior written approval of GM Global Logistics will be at the risk of the LLP. As used in this contract, "Lane Exhibits" are Appendices that show prices and other details for particular lanes. Lane Exhibits are to be prepared by LLP and signed by the LLP and the applicable carrier.

#### **13. LLP MOTOR CARRIER AFFILIATES**

If GM and LLP choose to utilize a carrier affiliated with LLP (an "affiliated carrier") for a period greater than 45 days for the movement of GM's freight hereunder, then such carrier will be

selected as a result of the competitive bid process described in Paragraph 9, unless otherwise agreed to by GM and LLP. LLP may utilize an affiliated carrier previously approved by GM on a temporary basis for a period not to exceed 45 consecutive days. LLP agrees to justify its selection of an affiliated carrier at any time upon GM's request, to treat its affiliated carriers on an "arm's-length" basis at all times so as to avoid a conflict of interest and, so far as possible, even the appearance of a conflict, and to allow GM to audit LLP's selection of an affiliated carrier at all times. In no event, however, shall affiliated carriers (including LLP) retain more than 50% of the total program revenues, measured on an annual revenue basis, absent prior written approval from GM.

#### **14. SHIPPING DOCUMENTS**

LLP will assure that all shipping documents contain correct identification of the goods shipped in accordance with GM's instructions and LLP's requirements. Identification of the goods on all shipping documents will be sufficient to enable GM to easily identify the goods.

#### **15. EXCLUDED SERVICES**

LLP understands that GM has dedicated certain movements of freight to specific providers of transportation services, and GM and LLP agree that these movements of freight will remain outside the scope of this contract insofar as carrier selection is concerned. However, LLP will be responsible for managing the movement of this freight with these providers. GM reserves the right to include additional movements from time to time. Notwithstanding the foregoing restriction, GM expects LLP to analyze the movements of this freight and bring to GM's attention more economical and/or efficient methods of transporting this freight as may be determined by LLP.

#### **16. PRICES**

Prices for Services will be as set forth in **Appendix 16**. This Appendix shall be used to develop an annualized plan and shall be submitted no less frequently than quarterly. The annualized amount is converted to the weekly invoice amount per **Appendix 18**, absent written agreement to the contrary. Except as provided herein, prices are fixed and shall not be adjusted other than by mutual written agreement; however, in the event of a labor disruption or other force majeure event which impacts GM operations, the parties will cooperate to reduce each other's costs wherever reasonable for the duration of such event.

#### **17. QUARTERLY OPERATING PLAN**

On the schedule established by GM, LLP will submit to GM a revised quarterly Operating Plan, in the form attached as **Appendix 17**, for the upcoming quarter, which plan will also show the pricing for the Services. Concurrently therewith, LLP will submit the following data:

- (a) an estimate and breakdown of costs;
- (b) sufficient data to support the accuracy and reliability of such estimate;
- (c) an explanation of any difference between the proposed prices and the then current prices, including assessment of efficiencies met toward the overall targeted percentage reduction over the term of this contract.

Upon receipt of the above quarterly data and any other relevant data, which may be reasonably required by GM, GM will promptly approve or identify changes to the Operating Plan for the upcoming quarter. The parties will exert every reasonable effort to finalize the quarterly Operating Plan within the two weeks prior to the start of the calendar quarter. If agreement on such prices is not reached before the calendar quarter begins, LLP will continue performance of its obligations hereunder, and will not invoice GM until agreement is reached. If agreement is not reached after two weeks into the calendar quarter, the Dispute Resolution Process as defined herein will be invoked. If, at the end of such dispute resolution process, the parties cannot agree on pricing, either party may terminate this contract on thirty (30) days written notice. When agreement is reached, the new prices will be retroactive to the beginning of the quarter, unless the parties agree otherwise. Price revisions will be documented in mutually agreeable format consistent with this contract.

#### **18. INVOICE; PAYMENT**

Time for payment will commence upon receipt by GM of a correct and complete invoice for Services. Each weekly invoice and supporting documents will be in the format as shown in **Appendix 18**.

#### **19. PROMPT PAYMENT TO SECOND-TIER CARRIERS**

Except as otherwise provided in this contract, LLP remains liable to pay directly all invoices for transportation between LLP or GM and any carrier covering the transportation of GM freight hereunder, and will pay all invoices in accordance with the payment terms set forth in the applicable contracts with the carriers. It is contemplated LLP will contract to pay third party carriers immediately following receipt of GM's payment to LLP on MNS-2 terms. Such payment by LLP is expected to occur within two (2) business days of receipt of payment from GM. Should LLP fail to make such payments for undisputed amounts more than 15 days after they come due, GM may, in its sole discretion but with prior notice to LLP, pay such amounts directly to such carrier and offset them against amounts due hereunder. However, the LLP will not be required by GM to make payments to carriers without the funds being first made available to LLP by GM on its MNS-2 terms. LLP agrees to establish, maintain and continuously improve a system of internal controls for accuracy in the payment of carriers.

#### **20. LLP AND CARRIER PERFORMANCE**

LLP's obligations under this contract include the management of GM's transportation requirements for the efficient movement of GM's freight into designated operations, which includes the active management of all carriers to ensure that reasonable service levels are consistently met or exceeded. LLP is to carry out the management of GM's transportation requirements with due dispatch, high moral and ethical standards, and in accordance with industry standards and this contract.

#### **21. PERFORMANCE REPORTS; BUDGET**

In addition to the quarterly reports identified in Paragraph 17, and the weekly reports identified in Paragraph 18, LLP will provide GM on a monthly basis with the performance reports set forth in **Appendix 21**, and any other reports GM may reasonably request, together with an analysis of

those reports, and recommendations for improvements to GM's transportation, distribution or logistics processes.

Additionally, LLP will prepare an annual operating budget for approval by the Performance Review Committee, and report at least quarterly on its progress to that budget.

## **22. ACCESS TO GM SYSTEMS**

In order to accomplish the goals of this contract, LLP will be provided direct access to the scheduling systems of GM at the involved GM operation(s), and will interface with them in a manner that does not interrupt or interfere with GM. LLP will further use its own information systems to address strategic, tactical and operational needs of GM's logistics planning. All information communicated electronically will be in compliance with standards of the United Nations Electronic Data Interchange For Administration Commerce and Transportation (EDIFACT).

## **23. SECURITY PROCEDURES**

Scheduling information of GM is confidential. It will be treated as such by LLP in accord with the provisions of this contract. This includes maintenance of procedures within LLP limiting access to detailed information to those with a reasonable need to know such information in connection with work directly attributable to this contract, and not accessing, or returning to GM, any such information not reasonably required in order for LLP to perform its responsibilities hereunder. LLP will comply with such reasonable rules and procedures with respect to accessing GM's systems as GM may require.

## **24. ACCESS TO LLP SYSTEMS**

The parties understand that GM's reliance upon the systems of LLP will, through time, make it difficult for GM to separate from LLP; yet, the interfacing of systems is not intended to tie the parties inextricably together. Accordingly, in the event of termination of this contract for any reason, LLP agrees to cooperate with GM and at LLP's option, either continue to provide mutually agreeable service to GM under reasonable terms consistent with this contract, or provide GM with reasonable access to LLP's systems, in order for GM to extricate its scheduling and other information from LLP so that GM can continue those activities in a reasonably seamless manner. Nothing herein constitutes a license for the use of any proprietary software; however, LLP further agrees, upon written request, to provide GM, for a reasonable fee and upon reasonable terms, including a reasonable time period, a non-exclusive, non-transferable license to use LLP owned software (and any supplier-owned software which LLP is contractually permitted to sublicense for the purpose described above) for the limited purpose of maintaining the transportation system operated hereunder upon termination of this contract for any reason other than for termination by LLP due to material breach of GM. At all times GM will retain ownership to any data associated with its operations.

## **25. LLP INSURANCE REQUIREMENTS**

During the term of this contract, LLP shall obtain and maintain, at its sole expense, policies of insurance in the following minimum types and amounts, unless additional types or greater amounts are required due to the equipment or requirements of specific Appendices or pursuant to shipping documents:

- (a) Commercial General Liability covering liability arising from premises, operations, independent contractors, personal and advertising injury, and contractual liability in an amount not less than two million dollars (US\$2,000,000) each occurrence.
- (b) Business Automobile Liability covering all owned, hired, and non-owned vehicles in an amount not less than five million dollars (US\$2,000,000) each occurrence, including all statutory coverage for all states or provinces of operation.
- (c) Workers Compensation in an amount not less than the statutory limits for all states or provinces of operation.
- (d) Employers Liability in an amount not less than five hundred thousand dollars (US\$500,000) each employee for bodily injury by accident and five hundred thousand dollars (US\$500,000) each employee for bodily injury by disease.
- (e) Motor Truck Cargo Legal Liability insurance, including loading and unloading and interim storage. Coverage shall be sufficient to cover LLP's liability for loss or damage to GM property as outlined in Paragraph 27 hereof. Limit shall be equal at least to the highest value shipped on any one conveyance (or in storage) and in any event not less than two hundred fifty thousand dollars (US\$250,000) each claim.
- (f) Any insurance coverage required by any government body for the types of Services specified in this contract.

## **26. CARRIER INSURANCE REQUIREMENTS**

LLP shall cause each carrier that LLP contracts with or otherwise manages on GM's behalf to purchase and maintain insurance of the type and in amounts specified above and listing GM as an additional insured unless given written exemption from GM Global Logistics. LLP shall require carriers to provide proof of such insurance in bids and maintain all such insurance in force until and unless waived in writing by GM. When requested by GM, LLP shall furnish copies of certificates of insurance evidencing coverage for each carrier.

## **27. CARGO LOSS AND DAMAGE**

Unless otherwise specified in the applicable Appendix, LLP will be responsible for the full actual loss or damage to goods when in its custody or control or that of one of its affiliates or contracted carriers, except when such loss or damage was the result of a force majeure event coming under Paragraph 28 hereof. Further, LLP will investigate, document, manage and facilitate settlement, with the concurrence and support of GM, all cargo loss or damage claims by GM or its suppliers against any carriers contracted with or managed by LLP hereunder. LLP will accept claims for loss or damage in writing or via electronic transmission for up to ninety (90) days following delivery by carrier, and assure its carrier contracts on behalf of GM allow for claims submission consistent with this. The parties will cooperate in order to resolve claims in accordance with the published GM Claim Process.

In assessing any loss or damage, LLP understands that some of the goods, which are transported for or on behalf of GM, involve distinct needs surrounding the maintenance of the quality associated with GM parts and vehicle safety. In this context, LLP agrees to abide, and to require that carriers on behalf of GM abide, by GM's reasonable determination regarding the marketability of damaged goods. Damaged material will not be given to LLP or its managed carrier as part of the claims disposition process.

## **28. FAILED DELIVERY**

In the event LLP cannot for any reason deliver or have delivered a shipment within the agreed upon service schedule, immediate notice will be provided to the shipping and receiving locations in accord with GM's Rules. If LLP fails to provide the agreed upon service, LLP shall be liable for all transportation costs, including premium costs up to and including costs of an air charter, incurred in excess of the rate LLP would have received for such shipment in order to complete the original agreed upon services.

If a delivery failure by LLP, or its affiliated or contracted carrier base, is the cause of a GM manufacturing plant shutdown, LLP will be liable for up to \$10,000 per fifteen minutes of shutdown, up to a maximum of \$40,000 per occurrence. The LLP will also be responsible for any excess premium freight expense required to support production in the event of their negligence or service failure. LLP will have no other liability for loss of production arising out of any plant shutdown due to that delivery failure, provided it exercises every reasonable effort to correct the problem as soon as reasonably possible.

## **29. LEASED FACILITIES**

This paragraph applies if LLP has leased facility(ies) dedicated to support of this contract. In the event of any termination of this contract, LLP will upon request of GM, assign or otherwise transfer such lease(s), at GM's option, to GM (or its designee) in order that necessary operations may continue without disruption. In such event, LLP will cooperate with GM (or its designee) to accomplish and coordinate transfer of such facility(ies) without disruption. Prior to GM's deciding whether to exercise this option, LLP will also assist in GM's due diligence review of such facility(ies), including understanding lease terms and environmental considerations.

## **30. DISPUTE RESOLUTION**

If the representatives of LLP and GM that are primarily responsible for the negotiation and performance of this contract are unable, after reasonably diligent effort for a thirty day period, to resolve any dispute or controversy, then the matter shall be referred to a senior executive panel consisting of a senior executive of LLP and a senior executive of GM that have not been directly involved in the negotiation or performance of this contract, or prior efforts to resolve the dispute or controversy in question. The senior executive panel shall discuss the dispute or controversy in question and negotiate in good faith in an effort to resolve the dispute or controversy, or renegotiate the applicable term, condition, or provision, without the necessity of any formal proceedings related thereto. No formal proceedings for judicial resolution of any dispute or controversy may be commenced until the earlier of:

- (a) both of the designated senior executives conclude in good faith that amicable resolution through continued negotiation is not likely to occur, or



- (b) 30 days have elapsed since a party has requested in writing a meeting under this paragraph and a meeting of the senior executive panel has not been convened, unless otherwise agreed to in writing by the parties, or
- (c) the senior executives cannot resolve the issue within 45 business days of the date of first notice to the senior executives.

### **31. TERMINATION FOR CONVENIENCE**

In addition to any other rights of GM to terminate this contract, GM may, at its option, immediately terminate all or any part of this contract, at any time and for any reason, by giving 90 days prior written notice to LLP. Upon such termination, GM shall pay to LLP without duplication all amounts due for Services that have been completed in accordance with this contract and not previously paid for. Except as provided in this Paragraph, GM shall not be liable for and shall not be required to make payments to LLP, directly or on account of claims by LLP's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of this contract. Within 60 days from the effective date of termination, LLP shall submit a comprehensive termination claim to GM, with sufficient supporting data to permit GM's audit, and shall thereafter promptly furnish such supplemental and supporting information as GM shall request. GM or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of LLP.



**Appendix 1 Revision 01-01-09**

The LLP (ODC or RDC Service Provider) will service GM locations, including  
After Sales (SPO) locations as defined by GM Logistics.  
These locations may include but are not limited to the following list:

CISCO	NAME OF LOCATIONS	CITY	ST
14001	GM CANADA - OSHAWA ASSEMBLY PLT 2	OSHAWA	ON
14005	GM CANADA - WINDSOR TRANSMISSION PLT P	WINDSOR	ON
14007	GM CANADA - TRUCK ASSY PLT T	OSHAWA	ON
14020	GM CANADA - OSHAWA ASSEMBLY PLT 1	OSHAWA	ON
17413	EXPORT CORP		
17415	FEBLO INC		
17422	LANDAAL PACKAGING		
17463	MENLO LEAN DIST CENTER		
17485	HIGH TECH PACKAGING INC		
17501	GM PP 01 FLINT	FLINT	MI
17575	GM PP 75 PONTIAC	PONTIAC	MI
17576	GM PDC 76 LANSING	LANSING	MI
17578	GM PP 78 DRAYTON PLAINS	DRAYTON PLAINS	MI
18008	GM VM - ARLINGTON	ARLINGTON	TX
18016	GM VM - BOWLING GREEN	BOWLING GREEN	KY
18044	GM VM - FAIRFAX	KANSAS CITY	KS
19007	GM VM - SATURN	WILMINGTON	DE
19017	GM VM - ORION	LAKE ORION	MI
19018	GM VM - WENTZVILLE	WENTZVILLE	MO
19019	GM VM - HAMTRAMCK	DETROIT	MI
19052	GM LANSING GRAND RIVER ASSEMBLY PLANT	LANSING	MI
19054	GM LANSING DELTA TOWNSHIP	LANSING	MI
19078	GM VM - LORDSTOWN ASSY	WARREN	OH
22010	GM SATURN - SPRING HILL ASSEMBLY PLANT	SPRING HILL	TN
23005	GM DE MEXICO - SILAO ASSY	SILAO	MX
23007	GM DE MEXICO SILAO ENGINE PLT	SILAO	MX
23762	GM DE MEXICO - TOLUCA ENGINE	TOLUCA	MX
23764	GM DE MEXICO - RAMOS ARIZPE ENGINE	SALTILLO	MX
23765	GM DE MEXICO - RAMOS ARIZPE VEHICLE ASSY	SALTILLO	MX
23769	GM DE MEXICO - RAMOS ARIZPE TRANSMISSION	SALTILLO	MX
23780	GM DE MEXICO - TOLUCA KODIAK ASSY	TOLUCA	MX
	GM DE MEXICO - SAN LUIS POTOSI	SAN LUIS POTOSI	MX
48015	GM VM - SHREVEPORT	SHREVEPORT	LA
48028	GM VM - JANESVILLE 1	JANESVILLE	WI
48036	GM HUMMER H2 ASSEMBLY PLANT	MISHAWAKA	IN
48065	GM VM - FLINT ASSY	FLINT	MI
48066	GM VM - FLINT ASSY C/K LINE	FLINT	MI
48069	GM VM - PONTIAC EAST	PONTIAC	MI
48075	GM VM - FT WAYNE ASSY	ROANOKE	IN
48086	GM JAMESTOWN PLANT 3	DAYTON	OH
48086	GM VM - MORAINES ASSEMBLY PLANT DOCK 11	MORAINES	OH
51002	GM POWERTRAIN - WILLOW RUN TRANSMISSION	YPSILANTI	MI
51004	GM POWERTRAIN - BAY CITY COMPONENTS	BAY CITY	MI
51006	GM POWERTRAIN - SERVICE	YPSILANTI	MI
51009	GM POWERTRAIN - PARMA COMPONENTS	PARMA	OH
51063	GM POWERTRAIN - ROMULUS ENGINE	ROMULUS	MI
51098	GM POWERTRAIN - TOLEDO TRANSMISSION	TOLEDO	OH
51099	GM POWERTRAIN - WARREN TRANSMISSION	WARREN	MI
51160	GM POWERTRAIN - TONAWANDA ENGINE	TONAWANDA	NY
51195	GM POWERTRAIN - FLINT ENGINE SOUTH	FLINT	MI

**Appendix 1 Revision 01-01-09**

The LLP (ODC or RDC Service Provider) will service GM locations, including  
After Sales (SPO) locations as defined by GM Logistics.

17416	FAPCO INC		
14006	GM CANADA - TILLSONBURG PLT E	TILLSONBURG	ON
14014	GM CANADA - ST CATHARINES COMPONENTS PLT	ST CATHARINES	ON
14024	GM CANADA - ST CATHARINES ENGINE PLT G DOCK G	ST CATHARINES	ON
14602	GM CANADA - TILLSONBURG, IPC	TILLSONBURG	ON
18014	GM VM - OKLAHOMA CITY	OKLAHOMA CITY	OK
18024	GM STAMPING - GRAND RAPIDS	GRAND RAPIDS	MI
18095	GM STAMPING - MARION	MARION	IN
18096	GM STAMPING - MANSFIELD	MANSFIELD	OH
18171	GM STAMPING - PARMA	PARMA	OH
18231	GM STAMPING - PONTIAC	PONTIAC	MI
19025	GM STAMPING - INDIANAPOLIS	INDIANAPOLIS	IN
19032	GM STAMPING - GRAND BLANC	GRAND BLANC	MI
19044	GM STAMPING - LORDSTOWN	WARREN	OH
19085	GM STAMPING - PITTSBURGH	W MIFFLIN	PA
19091	GM STAMPING - FLINT	FLINT	MI
19101	GM DORAVILLE STAMPING PLANT	DORAVILLE	GA
19102	GM WENTZVILLE STAMPING PLANT	WENTZVILLE	MO
19317	GM STAMPING - LANSING PLT 3 - DOCK 7	LANSING	MI
19322	GM STAMPING - LANSING PLT 3 - DOCK 8	LANSING	MI
22014	GM SATURN - SERVICE PARTS OPERATIONS	SPRING HILL	TN
23006	GM DE MEXICO - SILAO STAMPING	SILAO	MX
23763	GM DE MEXICO - TOLUCA	TOLUCA	MX
23767	GM DE MEXICO - TOLUCA FOUNDRY	TOLUCA	MX
23768	GM DE MEXICO - RAMOS ARIZPE STAMPING	SALTILLO	MX
27004	GM STAMPING - FAIRFAX	KANSAS CITY	KS
27005	GM LANSING REGIONAL STAMPING FACILITY	LANSING	MI
48016	GM MFD SHREVEPORT STAMPING PLANT	SHREVEPORT	LA
48026	GM VM - JANESVILLE 3	JANESVILLE	WI
48027	GM VM - JANESVILLE 2	JANESVILLE	WI
51003	GM POWERTRAIN - FREDERICKSBURG COMPONENTS	FREDERICKSBURG	VA
51005	GM POWERTRAIN - LIVONIA ENGINE	LIVONIA	MI
51014	GM POWERTRAIN - PERFORMANCE BUILD CTR DOCKS #2,3,4	WIXOM	MI
51018	GM POWERTRAIN - DMAX	MORAIN	OH
51024	GM POWERTRAIN - BALTIMORE TRANSMISSION	WHITE MARSH	MD
51025	GM POWERTRAIN - YPSILANTI TRANS OPS	YPSILANTI	MI
51032	GM POWERTRAIN - SAGINAW METAL CASTING OPS	SAGINAW	MI
51040	GM POWERTRAIN - DEFIANCE CASTING	DEFIANCE	OH
51050	GM POWERTRAIN - BEDFORD CASTING	BEDFORD	IN
51090	GM POWERTRAIN - MASSENA CASTING	MASSENA	NY
51100	GM POWERTRAIN - WARREN ENGINEERING CTR	WARREN	MI
51609	GM POWERTRAIN - SATURN ENGINE PLANT	SPRING HILL	TN

ODC Scope

**Scope of Services Sought**

The scope services sought include, but may not be limited to,

The LLP's must design an origin-based transportation network utilizing production material flow modeling. Moreover, the LLP will be assuming responsibility for execution and management of the proposed plan. All proposals will remain confidential and be considered as a major factor in the evaluation of your overall proposal. However, concepts submitted become the property of General Motors (GM) and may be used for subsequent designs and RFQ's.

Volumes presented within this RFQ are estimates and can be used only for the preparation of responses to this RFQ. However, GM does not guarantee that these volumes are reflective of future network volumes for areas covered within the scope of this RFQ.

General Motors North America (GMNA) is seeking the services of an Origin Distribution Center (ODC) Lead Logistics Provider (LLP) to design and manage the collection, sorting, cross-docking and transportation of automotive materials and returnable containers to and from GM parts suppliers in the ODC draw area and GM locations throughout North America.

**Statement of Work and Specifications**

**A. Overview**

The purpose of the RFQ will be to award a multi-year contract, with fixed and variable pricing, to a LLP who will manage the collection, sorting, cross docking and transportation of automotive materials and containers to and from GM plants and suppliers.

Also as part of the RFQ one of the critical criteria will be the design of an inbound and outbound transportation solution for the cross dock submitted by the potential service provider.

**B. Scope**

GMNA is seeking a Service Provider to manage all activities related to an ODC in the draw area as defined by GM. The ODC operates in support of GM manufacturing and assembly plants located in the United States, Canada and Mexico. General Motors Service Parts Organization (GMSPO) is also in scope.

The ODC LLP is responsible for the transportation management of GM inbound material from the draw area supplier base to the ODC. The ODC will then have a maximum of twelve hours to unload, cross-dock, sort and load GM material to move to the GM destination safely and damage free. The ODC LLP will also be responsible for the unloading, sorting and loading of empty containers for return to the GM part suppliers.

The ODC LLP will be expected to comply with all governmental regulations required for facility management, transportation and handling of GM freight and returnable containers. The ODC LLP must have in place and be able to successfully operate all necessary systems and communication links required by GM.

ODC Scope

The ODC LLP will possess design and planning capabilities in order to design, plan, operate and manage an optimal draw area collection network and facility that minimizes the cost of GM's supply chain. The ODC LLP will be expected to have the proper controls and follow-up measurements in place to ensure consistent expected performance.

Any Tier II service provider's (Refer to Section E) utilizing by the ODC LLP must be approved by GM in advance. The ODC LLP must use a competitive bid process approved by GM in support of its material collection.

GM supplier compliance will be the responsibility of the ODC LLP and all supplier non-conformances within the draw area are to be recorded and addressed by following the required GM process. GM will require the ODC LLP to provide Key Performance Indicator(s) reporting on a regular basis.

**C. Requirements**

**1. Operational assumptions**

- a. The Origin Distribution Center (ODC) service contract will have a term of (2) years.
- b. The ODC will service the draw area as defined by GM. An Origin / Destination (OD) pair file is provided with zip code for identification of the GM supplier base.
- c. The ODC is to be located in or around area approved by GM.
- d. The Origin Distribution Center must be an RF equipped environment with 2D barcode scan, read and store capabilities. Scan equipment must be utilized for material cross-docking, load verification and manifest generation.
- e. The hours of ODC operation are to be determined based on your collection design of GM material and its planned arrival at the ODC. The maximum time that material can take to cross the ODC dock and made ready for its destination leg is twelve hours.
- f. The suppliers in the draw area will have scheduled production material to be picked up Monday through Saturday that will need to arrive at its final GM Plant or Plant deconsolidation center Monday through Saturday.
- g. GM suppliers are required to have available pick up window times from 6 am – Midnight, Monday to Saturday.
- h. Pick ups must be done on non-coinciding United States, Canadian and Mexican holidays (i.e. Thanksgiving and Memorial day).
- i. The estimated daily weight handled through the ODC from the draw area is included in the OD pair file proved consists of material and empty returnable containers and racks.
- j. An assumption of 234 operating days per year should be used. General Motors does not guarantee volumes.
- k. The ODC LLP will be expected to develop and manage a transition plan that will not jeopardize the supply chain to the GM plants. Note: this plan may include a ramp up period resulting in initial shared or reduced volumes.
- l. Office space for the successful bidding Tier II route collection service provider must be provided (dispatch, management and route manager area).
- m. Pricing for the ODC LLP will consist of 4 components:
  - I. Annual Fixed Facility Cost

ODC Scope

- II. Tier 1 (LLP provided transportation services) Inbound Transportation Cost expressed as a Cost Per Mile and Cost Per Stop.
- III. A Crossdock Hundredweight (CWT) Cost where the Total Billable weight will include inbound material weight cross docked and returnable container weight handled.
- IV. Tier 2 Carriers (refer to Section E). Carriers contracted by the ODC with GM approval. The cost of Tier 2 Carriers are passed through to GM without markup by ODC.

**D. Operational Requirements**

- 1. General Specifications and GM Plant Support
  - a. Services will be contingent upon ODC LLP and any subcontractors obtaining at their expense all permits required for the management, transportation and handling of GM's freight and containers required by any governmental authorities.
  - b. ODC LLP must conduct business in accordance with all governmental regulations.
  - c. The ODC LLP and all subcontractors must be ISO certified.
  - d. The ODC LLP must sign GM's General Term's and Conditions and any special terms required.
  - e. United States, Canadian and Mexican customs regulations and policies must be known and adhered to by the ODC LLP and all subcontractors.
  - f. The ODC LLP must have a disaster / contingency plan prepared in the event of an extended disruption to normal operations at the ODC. (Power outage, labor disruptions or local /national events).
  - g. The ODC LLP will support GM's supplier Diversity Targets, savings initiatives and meet future goals.
  - h. The ODC LLP will maintain membership in the Lead Logistics Provider Council, which currently assembles at the GM Pontiac Centerpoint Campus offices monthly.
- 2. System and Communication Requirements
  - a. ODC LLP will obtain from GM all required passwords and provide systems to interface with GM / EDSNET and all subcontractors.
  - b. Systems must be EDIFACT compliant and interface with the GM plant's MGO Material Scheduling System.
  - c. Ensure that subcontractors systems will electronically transmit part numbers and quantities picked up, as well as location to GM Powertrain (FDX Supply Chain Services) via FedEx Internet Web Pages.
  - d. ODC LLP must support connectivity to GMSPO systems.
  - e. The ODC LLP must be an RF equipped environment with 2D barcode scan, read and store capabilities.
  - f. ODC LLP must ensure that subcontractors have satellite tracking or at a minimum two-way communication in their tractors
  - g. ODC LLP will ensure sufficient communication equipment and human resources to support open, timely and accurate communication.
- 3. Design and Planning
  - a. Collect data necessary to perform modeling to include container information, supplier data, part data, dock delivery specifications, etc.

ODC Scope

- b. Acquire from suppliers and maintain a part / packaging information database.
- d. ODC LLP will perform logistics modeling for the assigned draw area utilizing interactive logistics software capability that generates: visual driver / equipment utilization analyses, visual route displays and 3D load make-up graphics for viewing cube utilization by route.
- e. ODC LLP will coordinate with the plant LLP's to establish window times for delivery to the GM plants.
- f. Maintain the ODC Operating Plan: to include ship frequencies, window times, transit times, supplier locations, routes, transportation modes, etc.
- g. React quickly to material flow changes (supply base, model mix, plant build volumes, packaging, holidays and plant down time / overtime etc.).
- h. Conduct transportation studies to support GM in productive part source selection and support the plants planning activity.
- i. Work with GMNA's ODC LLP's to develop common business practices, related documentation, network efficiency and systems enabling leveraging volume.

4. Managing Operations Specifics

- a. A detailed delivery manifest will be created for each delivering load and faxed to the plants as required.
- b. The ODC LLP will be responsible for the unloading, sorting and loading of empty containers for return to the GM part suppliers. All container return loads will run daily, unless approved in advance by GM.
- c. The ODC LLP must provide services that include but are not limited to: Update ASN and verify ASN accuracy, segregate material within trailers for sequenced dock delivery when required, produce delivery manifest and customs documents, interface with plant systems and create NSR's when required.
- d. Dock RF scan equipment must be utilized for cross docking, load verification and manifest generation.
- e. ODC Manager must follow the GM 5 alarm process as supply chain breakdowns occur.
- f. Utilize CLIPS where required. (See document CLIPS on [www.gmsupplypower.com](http://www.gmsupplypower.com) part of this RFQ)
- g. Coordinate premium freight movement as required by the GM plants.
- h. ODC LLP is responsible for the identification and implementation of operational and network cost savings initiatives.
- i. The ODC LLP's receiving process must be sufficient enough to meet requirements to be issued an audit waiver from GM.

5. Returnable Container Handling

- a. The ODC LLP will be responsible for a process covering the efficient movement of returnable containers from receipt at the ODC to the supplier. All container return routes will run daily unless prior approval of GM is given.
- b. The return of containers is to be covered by the same requirements as inbound material (e.g. same transit time, receipt verification, proof of delivery and damage avoidance).
- c. The CLIPS system must be utilized as required.

6. Control and Follow-up

ODC Scope

- a. The ODC LLP will have a measurement process and systems that monitors the entire logistics network.
  - b. The ODC LLP will maintain a data history by responsible party (supplier, GM plant, Tier II or LLP) that captures all non-conformances including but not limited to: other data specified by GMNA Competitive Manufacturing such as non-compliant standard pack, scheduled pack, dock delays, inadequate return of containers, wrong type of container used (expendable vs. returnable) or damaged containers used, material not staged, missing containers, missing labels or internal plant routing delivery location (DLOC) incorrect.
  - c. ODC LLP is to conduct semi annual surveys of suppliers to determine the adequacy of communications and / or conference calls with the supplier community to gather feedback for overall program improvement.
7. Administration and Documentation
- a. The ODC LLP will participate in supplier development training sessions.
  - b. ODC LLP will ensure training for all dock, office and operations resources.
  - c. Audit carrier trailers to ensure conformance with the GM Trailer Safety Standards.
  - d. Resolve claims in a timely manner per the GM claims procedure.
  - e. Update Container Logistics and Information Planning System (See document CLIPS on [www.gmsupplypower.com](http://www.gmsupplypower.com) as part of this RFQ) as required.
  - f. Verify supplier compliance to ship schedules and notify any affected suppliers of transit delays.
  - g. Price and invoice as outlined and stated. All tier II transportation charges are on a pass through basis and must be approved by GM in advance.
  - h. ODC LLP must pay Tier II service providers in a timely manner.
  - i. ODC LLP will contract with approved Tier II service provider(s) utilizing a GM approved competitive bid process.
8. Supplier Compliance
- a. All non-conformance is to be monitored by the ODC LLP, recorded and addressed by following the steps of GQTS and communicate to the GM plants. (See document GQTS on [www.gmsupplypower.com](http://www.gmsupplypower.com) as part of this RFQ)
  - b. The packaging and labeling of GM material must be audited for compliance to the GM specifications as found in the GM-1738 information manual. (See document GM-1738 on [www.gmsupplypower.com](http://www.gmsupplypower.com) as part of this RFQ) The ODC Manager will report all non-compliant shipments to the plants.
  - c. The ODC Manager must understand and enforce the Supplier Requirements document posted on [www.gmsupplypower.com](http://www.gmsupplypower.com). A complete understanding of these requirements will assist in the day-to-day supplier compliance monitoring and general management of the Tier II collection providers' performance as it relates to supplier material collection.
9. Key Performance Indicator Reporting

The ODC LLP is required to provide data and reports on a scheduled basis. The ODC LLP is expected to provide data on transportation failures, Problem Resolution Reports (PRR) issued by the ODC, cost

## ODC Scope

savings generation, spending to plan comparison, Invoice and Operating plan submissions, claims information, miles, stops and weight statistics, cross docked weight and container handling data. Adhoc reports and data analysis is also required on an as needed basis. Below is a summary of the current reports expected by the ODC LLP.

### Weekly Performance Reports Explanation of reporting:

#### **Problem Resolution Reporting PRR against**

This should be the total number of PRR's as recorded in the GQTS system issued against the ODC during the reporting month.

#### **Transportation Failures**

This should be the number of transportation failures caused by the ODC that created a supply chain disruption affecting the GM plants during the reporting month.

#### **Cost Savings Generation**

This should be the number of initiatives generated during the reporting month.  
This should be the actual number of initiatives implemented during the reporting month.

This should be the dollar value for the balance of the current calendar year of the initiatives implemented during the reporting period. Must include supporting documentation.

#### **Spending to Plan**

This will be the planned spend for the month based on the Operating Plan (as referenced in the LLP Terms and Conditions Contract ) for the current quarter.  
Report in full invoice weeks

This will be the actual spend for the month based on the LLP Invoices submitted (as referenced in the LLP Terms and Conditions Contract). Report in full invoice weeks.

#### **Invoice and Operating Plan Submission**

This should be the percent of on time submittal as required by GM of an Operating Plan or Invoices during the reporting month. This must be done timely and accurately.

#### **Claims**

This will be the total freight OS&D claims filed by the customer location(s) during the reporting month.

This is the total number of claims remaining open as of the end of the reporting month.

This will be the total number of claims paid during the reporting month.

#### **Statistics**

Annual route miles will be the mileage from the Operating Plan summary plus the addition of any reconciliation impact (as referenced in the LLP Contract). Do not add deviation miles.

The total number of suppliers that appear on the Operating Plan summary plus the addition of any reconciliation impact (as referenced in the LLP Contract). Do not include deviations.

Annual weight in network should include the weight from the Operating Plan summary plus the addition of any reconciliation impact (as referenced in the LLP Contract). Do not include deviation weight.



ODC Scope

Annual number of stops will be the number of stops from the Operating Plan summary plus the addition of any reconciliation impact (as referenced in the LLP Contract). Do not include deviations.

**Cross Docking**

This should be the actual weight of inbound material handled through the ODC during the reporting period.

This should be the total spend for the month based on weekly LLP invoices submitted during the reporting period (as referenced in the LLP Contract). Report in full invoice weeks only.

This will be the CWT rate for the ODC.

**Container Management**

This should be the total number of containers and racks handled during the reporting period.

This should be the total weight of the containers and racks handled during the reporting period.

**E. Tier I and Tier II Management and Selection**

If required and approved in advance by GM via the BRN process, the ODC LLP will contract with approved logistics service providers in support of its inbound collection routes. The selection of these service providers will be made utilizing a GM approved competitive bid process. The ODC LLP will manage the selected service providers as a Tier II provider. The contracted Tier II charges for services provided will be on a pass through basis. Space within the ODC must be made available for the Tier II service providers dispatch, management and route managers (drivers).

Tier 1 and Tier 2 service providers will be subject to the Fuel Surcharge Program described in the Diesel Fuel Cost Adjustment (Appendix 16B). Tier 1 service providers will be governed by the Tier 2 GM Material Truck Special Terms and Conditions.

Accessorial charges listed under the Rules and Accessorial Charges Appendix of the Tier 2 GM Material Truck Special Terms and Conditions, will not apply to the Tier 1 or Tier 2 service providers unless prior written approval is received from GM.

It will be the ODC LLP's responsibility to ensure that the Route Manager's Roles and Responsibilities are adhered to as described below for Tier 1 and Tier 2 service providers.

**Route Manager**

1. Begin the day with appropriate paperwork (e.g., schedule manifest, returnable container manifest, etc.)
2. Verify that the paperwork matches the trailer identification.
3. Ensure Miscellaneous Pallet on trailer for loose containers of material.
4. Do the following at each supplier location:
  - a. Ensure empty containers are unloaded properly
  - b. Obtain signature for empty containers returned

ODC Scope

- c. Verify GM1724 A part label against the schedule manifest at a part number level. (See document GM 1724 A (For truckload verification, use either supplier packing list or schedule manifest)
  - 1. correct part number
  - 2. standard pack quantity
  - 3. container type
  - 4. container count
  - 5. in-plant routing (DLOC) is on the label
- d. Identify damaged loaded containers and require the supplier to replace these with other full containers (if supplier can do so without causing a missed window departure)
- e. Supervise loading of the trailer (to the prescribed load pattern if applicable), with the exception of Shipper Load & Count (SLC) as noted below.
- f. Handle loose containers of inbound material appropriately by placing "Misc" pallet at the rear of trailer for non-palletized parts
- g. Supervise reloading of remaining empty returnable containers
- h. Sign shipping documentation after above items are complete
- 5. Report all supplier non-conformances
  - a. Dock door not available as scheduled (within 15 minutes) if window compromised
  - b. Shipment not ready (material was not staged and sorted by plant) if window compromised
  - c. Container staged for pick-up is damaged
  - d. Material is improperly palletized
  - e. Ship quantity more (or less) than required per the schedule manifest
  - f. Packaging is non-compliant (i.e., an expendable is used instead of a returnable) ODC LLP should report this non-compliance to the appropriate Plant LLP or Container Management Center personnel
  - g. Quantity packed is more (or less) than the standard pack quantity, per Master or Mixed label
  - h. Other suppliers' empty containers not unloaded properly
  - i. labeling errors:
    - 1. Part label is missing (GM 1724A)
    - 2. Part label is inaccurate, e.g., plant, dock, DLOC, part number, quantity
    - 3. Master label is missing or inaccurate.
    - 4. Mixed pallet label is missing or inaccurate
  - j. Bill of lading does not clearly indicate:
    - 1. SID Number
    - 2. SID identified as SID #:
    - 3. Plant / Destination Name and Address
    - 4. Plant / Destination CISCO Code
    - 5. Dock code
    - 6. Quantity of shipping units
    - 7. Weight of shipment
    - 8. Separate bills for Saturday / Sunday / Holiday shipments
  - k. Supplier does not provide two (2) packing slips:
    - one (1) on material, one (1) to Route Manager
    - l. packing list does not clearly indicate:
      - 1. Separate bills for Saturday / Holiday shipments
      - 2. Supplier shipping point DUNS
      - 3. SID number
      - 4. SID identified as SID #
      - 5. Plant name and CISCO Code
      - 6. Part numbers and quantities

ODC Scope

7. Quantity of shipping units
8. Weight of shipment
- m. Trailer loading is not completed on time causing a late departure (more than 15 minutes)
- n. Supplier refuses to handle other suppliers' empty containers)
6. Obtain supplier's signature on manifest, if applicable
7. Call the ODC/Dispatch Contact before leaving the supplier, if the material staged does not agree with the schedule manifest on a part number basis  
Then:
  - a. Follow your ODC/Dispatch contact's direction
  - b. Do not accept any unauthorized over-shipments
  - c. If a full container appears damaged or
  - d. If a delay at the supplier is likely to cause a window arrival non-conformance at the next stop.
8. When picking up truckload material and the material flow plan specifies that material is to be pre-loaded in the trailer
  - a. Check the packing slip against the schedule manifest (if applicable). If they do not match, notify the ODC/Dispatch contact and follow their direction
  - b. Note "Shippers Load and Count" on manifest and / or bill of lading and have shipper sign notation.
9. Notify the ODC/Dispatch Contact of any delays in transit.
10. Ensure international shipment documentation provided when required.
11. Ensure actual cube utilization assessed daily by route
12. Suggest load and route improvement ideas.
13. Turn in all paperwork at the end of each day or following route completion.
14. Notify ODC/Dispatch contact of actual arrival and departure times at destination.
15. Use the notation "Shippers Load and Count" in any circumstance where pre-load verification or loading observation is not permitted. Shipper signature must accompany the notation.

Training on the above is to be completed whenever a Route Manager is hired. Updates to the requirements are to be communicated in a timely manner to the Route Managers as they occur.

Please consult the attached Supply Chain Roles and Responsibilities document, which details other GM supply chain participants' roles and responsibilities. This document is posted on [www.gmsupplypower.com](http://www.gmsupplypower.com).

**I. Deliverables**

**A. Engineering Design Test**

As a part of the ODC LLP RFQ, one of the bid evaluation criteria will be the transportation design for the cross dock submitted by the potential service providers. The following section will cover those required deliverables.

**Design Parameters**

This section provides a list of design parameters that should be used by the service provider in creating the inbound and the outbound transportation design. Any other assumptions made in creating the design must be clearly stated in the assumption sheet (in the file 'ODC RFQ - Design Template.xls').

1. Design all transportation using linear square feet percentage of trailer, subject to weighing or timing out.

ODC Scope

2. The ODC is to be located in a location approved by GM.
3. Design to a maximum of 95% linear square feet percentage for inbound to the crossdock milkrun.
4. Design to a maximum of 115% linear square feet percentage for the linehaul from the crossdock to the plant or to the deconsolidation center.
5. For bid purposes only, use a 53-foot trailer when designing routes.
  - a. Linear square feet: 420 sq ft
  - b. Cubic capacity (Liquid): 3,570 cu ft
  - c. Weight capacity: 43,000 lb
6. For design purposes only, use a transportation cost of \$ 1.10/mile for inbound milkrun to the crossdock and a stop charge of \$ 25 per stop.
7. For design purposes only, use a transportation cost of \$ 1.25/mile for truckloads in to the cross dock and the linehaul from the cross dock to the final destination.
8. Do not build separate loads for the following:
  - a. Oshawa plants ship to the same cross dock currently in Pickering, ON.
  - b. Lansing assembly plants ship to a deconsolidation center in Lansing
  - c. Powertrain plants, with the exception of Tonawanda, all ship to a common deconsolidation center in Plymouth, MI.
9. Design Mexican plant linehauls to a crossdock location **identified by GM**.
10. The location address for all the suppliers, plants, deconsolidation centers and crossdocks is in the OD pair file.
11. Use Truckload, Milkrun and LTL modes for the inbound design.
12. If using LTL as the mode, the destination should be the crossdock and not direct to the plant. LTL shipments must be included in the linehaul design to the plan.
13. For the LTL shipments use the GM-94 LTL tariff rates.
14. Use the following mode codes:

C	Inbound crossdock Milkrun
M	Truckload
L	LTL
LH	Linehaul
15. For the purpose of this bid the frequency of shipment at each supplier should be daily and 5 days a week (i.e. every part every day).
16. All shipments to the crossdock need not necessarily be shipped in closed loop collection route.
17. Roundtrip collection milkrun should always originate and destinate at the crossdock.
18. There is no stop charge for the first pick up and the first drop-off on any route.
19. Route all shipments. Do not delete any shipment.
20. Follow DOT requirements for drivers.
21. Use half an hour for load or unload time at each supplier/plant location.
22. For pickup time window at supplier, use 6:00 am to 12:00 Midnight.
23. Calculate driving times according to the following speed bands:
  - a. 00 – 10 miles: 18 mph
  - b. 11 to 25 miles: 30 mph
  - c. 26 to 50 miles: 40 mph
  - d. 51+ miles: 48 mph
24. Practical miles (road network miles) are to be used to determine distance.
25. Provide your design in the enclosed design response template only (See file "ODC RFQ - Design Template.xls").

**Operational Assumptions**

ODC Scope

- a. The Origin Distribution Center (ODC) service contract will have a term of (2) years.
- b. The ODC will service the draw area as defined by GM. The OD pair file is provided for zip code identification of the GM supplier base included in this RFQ.
- c. The ODC is to be located in location approved by GM.
- d. The Origin Distribution Center must be an RF equipped environment with 2D barcode scan, read and store capabilities. Scan equipment must be utilized for material cross-docking, load verification and manifest generation.
- e. The hours of ODC operation are to be determined based on your collection design of GM material and its planned arrival at the ODC. The maximum time that material can take to cross the ODC dock and made ready for its destination leg is twelve hours.
- f. The suppliers in the draw area will have scheduled production material to be picked up Monday through Friday that will need to arrive at its final GM Plant or Plant deconsolidation center Monday through Saturday.
- g. GM suppliers are required to have available pick up window times from 6 am – Midnight.
- h. For plants that normally operate on a Saturday, material for Saturday production from suppliers is to be picked up Saturday. For remaining plants that have scheduled overtime Saturday production, material for Saturday production from suppliers is to be picked up on Saturday. The ODC is authorized to collect Saturday requirements on Friday if it can more effectively utilize equipment and Suppliers have there requirements available to ship early, utilizing Friday's regular pick up route, if space allows, or on an additional shadow route.
- i. Pick ups must be done on non-coinciding United States, Canadian and Mexican holidays (i.e. Thanksgiving and Memorial day).
- j. An assumption of 234 operating days should be used.
- k. General Motors does not guarantee volumes.
- l. ODC LLP will be expected to develop and manage a transition plan that will not jeopardize the supply chain to the GM plants. Note: this plan may include a ramp up period resulting in initial shared or reduced volumes.
- m. Office space for the successful bidding Tier II route collection service provider must be provided (dispatch, management and route manager area).
- n. Pricing for the ODC LLP will consist of 3 components:
  - I. An Annual Fixed Facility Cost
  - II. An Inbound Transportation Cost expressed as a Cost/Mile and Cost/Stop.
  - III. A Hundredweight (CWT) Cost where the Total Billable weight will include inbound material weight cross docked and returnable container weight handled.
  - IV. Tier 2 Carriers (refer to Section E). Carriers contracted by the ODC with GM approval. The cost of Tier 2 Carriers are passed through to GM without markup by ODC.

Please include these assumptions in your design.

**Evaluation Criteria**

The design will be evaluated based on the total miles, total stops and total cost of the designed transportation network, including the cost of LTL.

ODC Scope

**Design Data Elements**

The following data elements are provided in the file OD Pair file. The file also contains a tab that lists the definition for all the data elements provided in the file:

1. Shipment origin location information
2. Shipment destination location information
3. Crossdock location information
4. Shipment volume between origin and destination in terms of weight in pounds, liquid cube in terms of cubic feet and linear sq feet % in terms of percentage floor space of a standard 53' trailer
5. SIDs by OD pair
6. Returnable container weight by supplier

**Required Outputs**

The following are the design outputs required from the service providers: (see file 'ODC RFQ - Design Template.xls')

1. Detailed route design in the provided template
2. Summary of route design in the provided template
3. Summary by mode in the provided template
4. Design assumption sheet
5. ODC Annual Cost 3 components
  - a. Annual Facility Fixed Cost
  - b. Annual Inbound Transportation Cost w/ ODC LLP rates for Cost/Mile and Cost/Stop. Any Purchased transportation (ie LTL, Intermodal) needs to be defined
  - c. Annual Cross Dock Cost, the annual Hundredweight CWT (productive material and racks) and the per CWT charge.

Appendix 2A1

LLP Scope Change Document

Submission Information

Name of Originator: \_\_\_\_\_ Submission Date: \_\_\_\_\_  
Originator Contact Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
Originator Company ☐ LLP ☐ GM

Idea Description

Idea Description/Scope: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Idea Champions

GM Champion Name: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

LLP Champion Name: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Tracking Information

Estimated Disposition Date : \_\_\_\_\_ Idea Number: \_\_\_\_\_

Idea Disposition

☐ Approved ☐ Rejected

Reason if Rejected: \_\_\_\_\_  
\_\_\_\_\_

Final Net Cost Impact: \$ \_\_\_\_\_ Idea Implementation Date: \_\_\_\_\_

GM	LLP	Other
_____	_____	_____
Signature	Signature	Signature
Date:	Date:	Date:

Revision Date: 06-21-07

Appendix 9B



**GM / LLP  
TRANSPORTATION SERVICE REQUIREMENTS**

Carriers bidding on lanes for GM / LLP must adhere to the following:

1. Receive and utilize the Daily Parts Manifest.
2. Provide LLP the trailer number associated with each daily load.  
Trailer number must be furnished immediately following assignment of the unit.
3. Maintain pickup and delivery window times, +/- 15 minutes.
4. Route Manager will:
  - Follow the prescribed Route Manager part verification process in its entirety.
  - Verify part numbers and quantities using packing lists and parts manifest.
  - Visually insure that documents match actual freight quantities loaded.
  - Report any discrepancy (i.e. undershipment or overshipment) immediately (at the time of pick up) to LLP. (Alarm 3)
  - Supervise the loading of material onto the trailer.
  - Ensure freight is loaded in a manner that will result in safe, damage-free transit.
  - Ensure material is properly secured within the trailer.
5. Route Manager responsibilities are identical for all carriers
6. Carrier Dispatch / Operations must be available 24 hours, 7 days.
7. Immediately communicate exceptions to pick ups, adherence to schedule and / or any intransit delays. (Alarm 3.5)
8. Providing false information regarding status of load, check calls, load location, etc, may result in loss of lane revenue, loss of lane and / or New Business Hold, if warranted. Discipline for falsification of Carrier Information:
  - 1<sup>st</sup> Incident – Loss of Full Lane Rate
  - 2<sup>nd</sup> Incident – Loss of Lane
  - 3<sup>rd</sup> Incident – New Business Hold for all of General Motors Business
9. All units must be equipped with onboard communications (satellite or cellular) unless granted an operational deviation by GMNA Logistics. Satellite communication is required on all lanes over 500 miles round trip and for GM Powertrain lanes over 100 miles.
10. All carrier trailer yards are to be inventoried (yard check) twice per day to ensure accurate and timely dispatch / departure of all trailers.
11. On round trip lanes, the return of empty containers is to be given the same attention to service as the inbound loaded movement (i.e. same transit time applies).
12. All carriers are required to meet trailer specifications set forth by GMNA Logistics.
13. Trailer damage must be noted and documented at the location and time of occurrence to obtain reimbursement.
14. All carriers and Route Managers must maintain registration with and compliance to U.S. Customs programs, such as FAST / NCAP/ ACE Manifest to ensure expeditious and secure crossing of U.S. Border points.



**Appendix 9B**



**GM / LLP  
TRANSPORTATION SERVICE REQUIREMENTS**

15. All Tier II carriers will furnish their own equipment and ensure that sufficient equipment and resources are in place to meet the transportation requirements.
16. Where trailer interchange agreements are required, this will be specified in the lane appendices associated with those specific lanes.
17. Carriers must be prepared to accommodate all increases in volumes above the estimated volumes at the quoted rates, when given 24-hour notice by the LLP.
18. Route managers are required to be able to read and speak English in compliance with Federal Regulations for holders of the Commercial Drivers License.
19. Carriers that need to broker loads or use other carriers to service contracted lanes must get the appropriate LLP's approval prior to dispatching the load. The failure to communicate any outsourcing or brokering activity by the contracted carrier to the LLP will be considered falsification of a route update and the penalties for falsifying information will apply.



**SERVICES SPECIAL TERMS  
MATERIAL TRUCK**

**Buyer:** [Name (e.g. LLP Name)]  
[Address]  
Attention:  
Fax:

**Carrier:** [Name]  
[Address]  
Attention:  
Fax:

These Services Special Terms, together with Shipper's Service Provider -- Logistics General Terms and Conditions and all other documents incorporated by reference herein or therein, constitute the contract ("Agreement") between Buyer and Carrier for the provision of transportation-related services to Buyer on behalf of General Motors.

**1. DEFINED TERMS AND PARTIES**

All capitalized or defined terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions. As used herein and in the General Terms and Conditions, "Carrier" and "Provider" shall be interchangeable, as shall be "Buyer" and "LLP". "Shipper" and "GM" shall refer to General Motors Corporation.

**2. CARRIER'S EQUIPMENT**

Carrier maintains the unrestricted right to control how its equipment will be utilized to meet the quoted transit times. This includes vehicle selection, acceptance of the goods as loaded, transfer of shipments and mixture of freight. Pallets and banded lots will not be broken down by the Carrier. The vehicle must be acceptable in size, weight carrying capacity and configuration to transport the shipment.

The number and type of any special vehicles or equipment required for Transportation Services will be described in the applicable Appendices. Except as provided in any such Appendices, Buyer will have no responsibility for such special vehicles or equipment separate from or in addition to the responsibilities provided herein.

Notwithstanding the foregoing, Carrier will interchange loaded trailers with other GM-approved, duly licensed carriers, upon request of Buyer, when Carrier is unable to transport the trailer to meet Buyer's needs. Buyer and GM shall not be liable for per diem, demurrage, or other costs related to Carrier's delay, failure, or refusal to interchange trailers as required by this section. Carrier agrees to indemnify Buyer and GM for any losses incurred due to Carrier's delay, failure, or refusal to interchange trailers in accordance with this section.

### **3. CARRIER'S LICENSES**

Carrier shall, at all times, be licensed to conduct its operations. All equipment provided must be properly licensed. All contractors utilized by Carrier must have current certificates and/or permits as required by any governmental body in the country in which the Carrier is authorized to operate and proof of insurance in compliance with this Agreement. If Carrier obtains additional licenses and/or special permits at the specific request of Buyer or such special permits are required due to the unique nature of the goods being transported (e.g. hazardous material license, overweight license or foreign commerce license), then Carrier will separately list the actual cost of such licenses and/or special permits on its freight bill. Carrier's charges for "in-bond shipments" (defined as shipments that are transported through a foreign country subject to a bond) are limited to the amounts in the appropriate Appendix.

### **4. TWO-WAY COMMUNICATION**

Unless otherwise provided in the applicable Appendix, Carrier will have operable two-way communication onboard in the form of satellite tracking or cell phone.

### **5. SAFETY STANDARDS**

Carrier will comply with Shipper's "Trailer Safety Standards" and other rules and standards published by Shipper and issued to carriers generally.

### **6. TRANSIT TIMES**

Carrier recognizes that Shipper requires shipments to be delivered on time in order to maintain continuity of its operations. Therefore, Carrier and Buyer agree to the following:

- (a) Carrier will deliver shipments in accordance with predetermined schedules transmitted in accordance with Shipper's established procedures. Absent notice to the contrary, production days will be assumed to be Monday through Friday, except on established Shipper Holidays. If shipment is to be scheduled for Saturday or Sunday, Buyer will give notice to Carrier at least 12 hours prior to the Saturday or Sunday on which shipment is to be scheduled. If shipment is to be scheduled for a Shipper Holiday, Buyer will give notice to Carrier at least 12 hours prior to the Shipper Holiday on which shipment is to be scheduled.
- (b) If for any shipment, Carrier determines it will be unable to meet the applicable service schedule in the Appendices, the "Service Guarantee" in the Appendices will apply.
- (c) Actual transit times shall not exceed the transit times shown on the Appendices. If Carrier fails to meet a specified transit time, Buyer may, in addition to any other remedies, terminate all or any part of this Agreement including the Appendices or Lane Exhibits without any further liability hereunder and without relieving Carrier of any liability arising under this Agreement including the Appendices prior to such termination.

## **7. STATUTORY CONSTRUCTION**

This Agreement is a contract within the meaning of 49 U.S.C. 14101(b)(1). Carrier hereby expressly waives any and all rights and remedies that Carrier may have under Part B of Subtitle IV (49 U.S.C. 13101 through 14912) that are contrary to the specific provisions of this Agreement, provided, however, that nothing in this Agreement shall be construed as waiving any provision governing Carrier's compliance with all statutory registration, insurance and/or safety fitness requirements relative to motor carriers. Buyer expressly reserves all rights and remedies set forth in 49 U.S.C. 14101(a), 14701, and 14704, inclusive. The fact that Carrier may provide common carrier services as part of its overall operations, and maintain schedules, rules, rates and charges relative thereto, shall have no applicability to the contract relationship between Buyer and Carrier created hereunder.

## **8. RATES**

Round trip or return rates include the return of empty shipping containers, shipping devices, dunnage, and returned or production materials as required by Buyer.

## **9. INSURANCE**

Except as otherwise provided in an Appendix, during the term of this Agreement, Carrier shall obtain and maintain, at its sole expense, policies of insurance in the following minimum types and amounts, unless additional types or greater amounts are required due to the equipment or requirements of specific Appendices or pursuant to shipping documents:

- (a) Commercial General Liability covering liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and blanket contractual liability in an amount not less than two million dollars (US \$2,000,000) each occurrence.
- (b) Business Automobile Liability covering all owned, hired, and non-owned vehicles in an amount not less than two million dollars (US \$2,000,000) each occurrence, including all statutory coverages for all states, provinces or other jurisdictions of operation.
- (c) Workers Compensation in an amount not less than the statutory limits for all states, provinces or other jurisdictions of operation.
- (d) Employers Liability in an amount not less than Five Hundred Thousand Dollars (US\$500,000) each employee for bodily injury by accident and five hundred thousand dollars (US\$500,000) each employee for bodily injury by disease.
- (e) Motor Truck Cargo Legal Liability insurance on an "all-risk" basis, including loading and unloading and interim storage. The limit shall be equal at least to the highest value shipped on any one conveyance (or in storage) and in any event not less than two hundred fifty thousand dollars (US\$250,000) each claim.

- (f) Any insurance coverage required by any government body for the types of Transportation Services specified in this agreement.

Carrier shall cause each subcontractor employed by Carrier with respect to this agreement to purchase and maintain insurance of the type above and listing Shipper and Buyer as an additional insured. This service is not intended to allow Carrier to broker the transportation services to other Carriers, rather, it is for ancillary services that might be required. When requested by Buyer, Carrier shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

#### **10. LOSS AND DAMAGE**

Unless otherwise specified in this Agreement, including the applicable Appendices, Carrier will be responsible for the full actual amount of any loss or damage to goods when in its care, custody or control, unless such loss or damage was the result of a force majeure event. Carrier will accept claims for loss or damage in writing or via electronic transmission for up to nine (9) months following date of delivery or date by which goods should have been delivered by Carrier. Carrier and Buyer will cooperate in order to resolve claims in accordance with Buyer's published Claim Process. All loss or damage claims will be reviewed and either paid or rejected by Carrier within 60 days of transmittal to Carrier. In assessing any loss or damage, Carrier understands goods which are transported for Buyer on behalf of Shipper, including vehicles and components thereof, involve distinct needs surrounding maintenance of the quality associated with Shipper parts and vehicle safety. Damaged material will not be given to Carrier as part of the claims disposition process.

#### **11. DELIVERY FAILURES**

If Carrier fails to provide the agreed upon service, Carrier shall be liable for all transportation costs, including premium costs up to and including costs of an air charter, incurred in excess of the rate Carrier would have received for such shipment in order to complete the original agreed upon services.

If a delivery failure by Carrier or its subcontractors is the cause of a Shipper manufacturing plant shutdown, Carrier will be liable for up to \$10,000 per fifteen minutes of shutdown, up to a maximum of \$40,000 per occurrence.

Except as otherwise provided herein, Carrier will have no other liability for loss of production arising out of any plant shutdown due to that delivery failure.

In the event Carrier cannot for any reason deliver a shipment within the agreed upon service schedule, Carrier must contact Buyer. The Buyer will find an alternative means to fulfill Shippers requirements. The Carrier will be responsible for any charges in excess of the originally agreed upon rate and any other charges set forth in the Appendices.

#### **12. TERMINATION FOR CONVENIENCE**

In addition to any other rights of Buyer to terminate this Agreement, Buyer may, at its option, immediately terminate all or any part of this Agreement, at any time and for any

reason, by giving 30 days prior written notice to Carrier. Upon such termination, Buyer shall pay to Carrier without duplication all amounts due for Services that have been completed in accordance with this Agreement and not previously paid for. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments to Carrier, directly or on account of claims by Carrier's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of this Agreement. Within 60 days from the effective date of termination, Carrier shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Carrier.

- Report any discrepancy (i.e. under shipment or over shipment) immediately (at the time of pick up) to Buyer. (Alarm 3)
  - Supervise the loading of material onto the trailer.
  - Ensure freight is loaded in a manner that will result in safe, damage-free transit.
  - Ensure material is properly secured within the trailer.
5. Route Manager responsibilities are identical for all carriers
  6. Immediately communicate exceptions to pick ups, adherence to schedule and / or any intransit delays. (Alarm 3.5)
  7. Carrier Dispatch / Operations must be available 24 hours, 7 days.
  8. All units must be equipped with onboard communications (satellite or cellular) unless granted an operational deviation by Buyer. Satellite communication is required on all lanes over 500 miles round trip and for GM Powertrain lanes over 100 miles.
  9. Providing false information regarding status of load, check calls, load location, ect, may result in loss of lane revenue, loss of lane and / or New Business Hold, if warranted. Discipline for falsification of carrier information:
    - 1st incident – Loss of full lane rate
    - 2ns incident – Loss of Lane
    - 3rd incident – New Business Hold for all of general Motors Business
  10. On round trip lanes, the return of empty containers is to be given the same attention to service as the inbound loaded movement (i.e. same transit time applies).
  11. All Carrier trailer yards are to be inventoried (yard check) twice per day to ensure accurate and timely dispatch / departure of all trailers.
  12. All Carriers are required to meet trailer specifications set forth by GM.
  13. Trailer damage must be noted and documented at the location and time of occurrence to obtain reimbursement.
  14. All Carriers and Route Managers must maintain registration with and compliance to U.S. Customs programs, such as FAST / NCAP / ACE Manifest to ensure expeditious and secure crossing of U.S. Border points.
  15. All Tier II carriers will furnish their own equipment and ensure that sufficient equipment and resources are in place to meet the transportation requirements.
  16. Where trailer interchange agreements are required, this will be specified in the Lane Exhibit associated with those specific lanes.
  17. Carriers must be prepared to accommodate all increases in volumes above the estimated volumes at the quoted rates, when given 24-hour notice by the Buyer.
  18. Route managers are required to be able to read and speak English in compliance with Federal Regulations for holders of the Commercial Drivers License.
  19. Carriers that need to broker loads or use other carriers to service contracted lanes must get the Buyer's approval prior to dispatching the load. The failure to communicate any outsourcing or brokering activity by the Carrier to the Buyer will be considered falsification of a route update and the penalties for falsifying information will apply.



reason, by giving 30 days prior written notice to Carrier. Upon such termination, Buyer shall pay to Carrier without duplication all amounts due for Services that have been completed in accordance with this Agreement and not previously paid for. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments to Carrier, directly or on account of claims by Carrier's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of this Agreement. Within 60 days from the effective date of termination, Carrier shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Carrier.

**RULES AND ACCESSORIAL CHARGES**  
**APPENDIX TO SERVICES SPECIAL TERMS – MATERIAL TRUCK**

This Appendix is applicable to the transportation of  
GM shipments in North America (except intra-Mexico).

**1. Applicability**

The provisions of this Appendix to the over the road transportation of GM shipments in North America apply except to the extent specifically addressed differently in the **SERVICE PROVIDER – LOGISTICS, GENERAL TERMS AND CONDITIONS** and the **SERVICES SPECIAL TERMS - MATERIAL TRUCK** including Appendices thereto.

**2. Additional Licenses and Permits**

If Carrier obtains additional licenses and/or permits at the specific request of Buyer (e.g. hazardous material license, overweight license or foreign commerce license), then Carrier will separately list the actual cost of such licenses and/or permits on its freight bill. Carrier's charges for "in-bond shipments" (defined as shipments that are transported through a foreign country subject to a bond) are limited to the amounts in the attached Schedule of Charges.

**3. Control of Vehicle**

Carrier maintains the unrestricted right to control how its equipment will be utilized to meet the quoted transit times. This includes vehicle selection, acceptance of the goods as loaded, transfer of shipments and mixture of freight. Pallets and banded lots will not be broken down by the Carrier. The vehicle must be acceptable in size, weight carrying capacity and configuration to transport the shipment.

**4. Detention Exceptions Only**

When Carrier's vehicles are delayed or detained on the premises of a GM facility or on premises designated by GM, the following will apply:

A. Detention With Power

Free time will start upon arrival or scheduled arrival at a GM facility, whichever is later. Carrier will provide 2 hours free time for the purposes of loading or unloading. In any case where a trailer will be unloaded and reloaded, then such 2 hour free time will stop upon completion of the unloading, and will re-start upon reloading. When Carrier is delivering freight to multiple docks at a single destination plant, Carrier will provide 1 hour free time at each dock for the purposes of unloading or reloading. After the expiration of the free time herein provided, charges for detaining a power unit will be assessed as noted in the attached Schedule of Charges.

B. Detention Without Power

Carrier will provide 24 hours free time for the purpose of loading and unloading. After the expiration of the free time herein provided, charges for

detaining a trailer will be assessed as noted in the attached Schedule of Charges.

C. Weekends and Holidays

Neither free time nor detention will start on Saturday, Sunday, GM Holidays or Shutdown Period, but will commence at 7:00 a.m. on the next business day following a Saturday, Sunday, GM Holiday Shutdown Period. "GM Holidays" are, as applicable between U.S. and Canada, defined as the days of celebration for: New Year's Day, Martin Luther King Jr. Holiday, Good Friday, Easter Monday, Victoria Day, Memorial Day, Independence Day, Canada Civic Holiday, Canada Day, Labor Day, U.S. National Election Day, Veterans' Day, Canada Thanksgiving Day and the previous Friday, U.S. Thanksgiving Day and the following Friday and December 24 through December 31, and any other days mutually agreed upon as a Holiday. The "GM Shutdown Period" is defined as any period in which GM has designated a corporate-wide cessation of operations.

**5. Loading and Blocking**

Prior to leaving origin, the Carrier is responsible for ensuring the load or shipment is properly loaded, blocked, braced, secured and tarped, when applicable, for safe and damage free transportation. This provision may not apply when Carrier is tendered a sealed trailer.

**6. Mileage**

Any mileage determination will be in accordance with "PC Miler Streets." The version utilized will be determined by Buyer.

**7. Pickup or Delivery Service on Sundays or GM Holidays (Truckload only)**

When Buyer requests Carrier to pickup or deliver freight, or spot trailers, on a Sunday or GM Holiday, such service will be subject to the charges as printed in the attached Schedule of Charges, unless it is a GM Holiday but not a Carrier Holiday, in which event normal rates apply.

**8. Re-Consignment or Diversion**

Requests for re-consignment can be made by phone and must be confirmed in writing by a person having authority to do so for the Buyer. Re-consignment and diversion are considered synonymous and are defined as:

- a) Change in the name of consignor or consignee,
- b) Change in the place of delivery within original delivery point (e.g., dock 1 instead of dock 2),
- c) Change in the destination point, or
- d) Relinquishment of shipment at point of origin.

If any or all of the above occur, the maximum diversion charge according to the attached Schedule of Charges will be assessed in addition to other charges which may apply within this Appendix.

**9. Re-Delivery**

Buyer will be assessed a charge for re-delivery according to the attached Schedule of Charges when Carrier's shipment is tendered for delivery to a GM Facility and through no fault of the Carrier, such delivery cannot be accomplished at that facility. Before Carrier's driver leaves the GM Facility, the driver and/or a Carrier representative must notify the GM Facility's material/transportation department of the problem.

**10. Rejected or Returned Shipments**

If a shipment is rejected or returned by the consignee at the destination, the shipment will be returned to the point of origin or be re-consigned. The applicable rate for the return of the shipment will be the same as the inbound rate, and will be paid by the original shipper.

**11. Scheduled Pickup**

Buyer and Carrier will work together to establish scheduled pickup times. Carrier will advise Buyer via telephone and in writing of any supplier's or other shipper's failure to have a shipment available at the scheduled pickup time, which ultimately affects Carrier's transit performance.

**12. Service Guarantee**

Service will be 100% guaranteed. If Carrier cannot deliver a shipment within the agreed upon service schedule, then Carrier will contact Buyer to determine when such shipment(s) is critical and should be moved by expedited service or an alternate carrier. If this expedited service is a result of a Carrier failure and not Force Majeure, the Carrier will, cooperate with the Buyer's efforts to arrange alternate transportation to meet the Shipper's requirements. The expedited service and the resulting freight charges will be the responsibility of the Carrier. Also, when any delay is due to Carrier, NO CHARGE for loading and unloading will be billed. Buyer will remain responsible to the Carrier for the otherwise applicable charges from the origin to destination.

If Buyer requests that a shipment be expedited that would otherwise arrive at the agreed upon service schedule, such expedited service will be shipped on a collect basis. Carrier's charges for all time required in unloading and reloading the line haul/vehicle for diversion per the Buyer's request is listed in the attached Schedule of Charges.

If Carrier is requested by the Buyer to perform cartage in conjunction with an air carrier, the rates in the Schedule of Accessorial Charges will apply. The Shipper will be responsible for the otherwise applicable charges from origin to the point where transfer to expedited mode is made. This provision only applies on shipments moving to and from the states listed within the applicable Appendix or Lane Exhibit.

Carrier shall be responsible for accommodating volume fluctuations above the estimated volumes in the specific lane appendices, when given a least 24 hours notice. Failure to cover such increases may result in excess transportation charges being billed to carrier.

**13. Service Requirements**

Transit time is to be inclusive of a 5-day workweek, excluding GM Holidays. Transit time assumes pickups are called in to the Carrier by noon (12:00 p.m.) on the day of pickup and freight is to be made available no later than 4:00 p.m. on the day of pickup. Transit time calculations shall be expressed in days and not include day of pickup.

If the transit hours are such that a delivery cannot be made (e.g., flow thru terminal closed, GM Holiday, etc.), delivery will be made at the next scheduled delivery time. This will constitute "on-time" delivery and the Buyer will not be responsible for any detention or other additional charges in connection therewith.

**14. Shipping Paperwork**

This paragraph allows, with mutual consent, the movement of GM shipments without a bill of lading in order to simplify the shipping process.

Shipper may use simplified material descriptions for outbound shipping documents. These may include the following, which may be modified by mutual agreement of the parties:

- a) Empty divisional plastic containers
- b) Empty GM standard containers
- c) Auto parts as described in the National Motor Freight Classification (NMFC) and / or Freight All Kinds (FAK)
- d) Auto parts/containers/defective material returned for credit
- e) Others as required

**15. Stop-Offs (Truckload only)**

A single shipment, subject to truckload rates, may be stopped in transit for partial loading or unloading. A general provision to this rule is the entire shipment must be available for pickup at time of tender.

**A. Stop-Off Charges**

The initial pickup and the final delivery are not subject to stop-off charges. Except as provided, each stop-off will be subject to a stop-off charge according to the attached Schedule of Charges.

**B. Line Haul**

Line haul charges will be determined on the basis of the contracted truckload rate from origin point to destination point. The contracted "per hundred weight – per cwt" rate from origin to destination will be the applicable rate for the entire line haul.

**EXAMPLE:**

Buyer and Carrier have a contract rate for truckload shipments between Dayton, OH and Flint, MI of \$300.

Assuming the mileage for this lane is 300 miles, the effective rate would be \$1 per mile (300 miles = \$300).

Buyer requests Carrier pickup a shipment in Dayton, stop-off in Columbus, then deliver to Flint (mileage from Dayton-Columbus-Flint equals 400 miles). The following charges would apply for this example:

\$ 400	- Line haul (400 miles @ \$1 per mile)
<u>25</u>	- Stop-off charge in Columbus
<u>\$ 425</u>	- Total charge

Note: Mileage will apply as provided in the current "PC Miler"

**C. Intra-Plant Stops**

Pickup or delivery service may be performed at additional loading or unloading sites at origin, destination or intermediate stop-off points within the continuous private property at the place of the party receiving the service. Carrier is responsible for providing proof of an "Intra-Plant Stop". The charge for Intra-Plant Stops is listed in the attached Schedule of Charges.

**16. Vehicles Furnished But Not Used**

A charge will be assessed to Buyer if the request for pickup of a truckload shipment is cancelled within the 24 hours preceding the scheduled pick up time and the Carrier's vehicle has been dispatched and is in route to the shipping location. The attached Schedule of Charges will govern all charges. To assess the charge, Carrier must provide documentation verifying that the vehicle was dispatched and on route (e.g. screen shots from carrier's Qualcomm system).

**17. Fuel Adjustment**

Except as otherwise stated below, a diesel fuel cost adjustment shall apply to all lanes listed in the Lane Exhibit attached to this Agreement. Spot Buys and lanes less than 50 miles (except for activity specifically identified in the Lane Exhibit) will not be eligible for the Fuel Cost Adjustment.

Each Lane Exhibit will show the rate for operating the lane including charges for miles, stops and other services (the "Base Route Cost"), and further include a fixed Base Fuel Cost for diesel fuel. A Fuel Cost Adjustment will be made if the Index Rate is different from the Base Fuel Cost based on the following:

Mileage: Mileage determination will be in accordance with "PC Miler." The version utilized will be determined by the Buyer. The determined mileage is subject to change by the Buyer during the term of a lane exhibit if Buyer decides to use a different version of software.

Base Route Cost: All cost for each lane excluding fuel that will remain fixed.

Base Fuel Rate: A fixed price per gallon of diesel fuel used to calculate the Base Fuel Cost. The Base Fuel Rate will be US\$1.3541 per gallon.

Base Fuel Cost: The Base Fuel Cost will be calculated for each lane:

1. LLP will use miles per gallon ("MPG") and Base Fuel Rate figures from Buyer. The standard Miles per Gallon is set at 6.2, unless a different Miles per Gallon rate is agreed upon by the parties in the Lane Exhibit. Unless otherwise agreed by the parties, the MPG and Base Fuel Rate figures will remain fixed.
2. LLP will divide the number of miles for each lane by the MPG to determine the number of Gallons Used of diesel fuel on each such lane.
3. LLP will multiply the number of Gallons Used by the Base Fuel Rate to determine the Base Fuel Cost for each lane.

Index Rate: Will be based on the published price per gallon as listed in the U.S. National Average Diesel Fuel Index published by the Energy Information Administration of the U.S. Department of Energy (DOE). This index is updated and available each Monday (202-586-6966 or <http://www.eia.doe.gov>). Buyer will use an average of the figures published on Monday of each week during a month as the basis for the Fuel Cost Adjustment for the following calendar month (Example: The Index Rate to be used in August, 2005 will be the average of rates published on July 5, 11, 18, 25). The adjusted Index Rate will be effective at 12:01 AM on the first Sunday of the following month.

Fuel Cost Adjustment (FCA): The Base Fuel Cost will be adjusted by Buyer on a monthly basis and will be calculated for each lane as follows:

1. The Base Fuel Rate will be subtracted from the Index Rate, and then multiplied by the Gallons Used to determine the Fuel Cost Adjustment for each lane. This calculation will be done in US Dollars (USD).
2. Buyer will advise Carrier each month of the fuel cost adjustment. Carrier agrees that it will not receive any price adjustment for diesel fuel other than that set forth herein.
3. If Carrier is to be paid in Canadian dollars, then LLP will use an exchange rate provided by Buyer to convert the Fuel Adjustment Rate calculated in U.S. dollars to Canadian dollars. The following will apply:
  - a. This exchange rate will be updated by GM monthly and listed on the GM SupplyPower Website (<http://www.gmsupplypower.com>) along with the Fuel Index Rate.
  - b. The updated exchange rate is effective at the same date and time as the updated Fuel Index Rate (12:01 am of the first Sunday of the month)

- c. GM will determine the source index to be used for determining the exchange rate
  - d. The exchange rate for the current month will be taken from the last Monday of the previous month (or the first workday afterwards if not available on Monday)
  - e. The exchange rate will be applied to the Fuel Cost Adjustment after the Fuel Cost Adjustment is calculated in US Dollars
4. Example of Fuel Cost Adjustment Program calculation (all figures are in USD):

**Example of Fuel Adjustment Program:**

Gallons Used	100	(620 contracted lane miles / 6.2 MPG)
Base Route Cost	\$ 710	Base Lane Rate Cost (Dry)
Base Fuel Cost	\$ 135	(100 gallons x \$1.3541 Base Fuel Rate)
Contracted Lane Rate	\$ 845	Subtotal (appears on Lane Exhibit)
Fuel Cost Adjustment	\$ 99	(((\$2.34 Index <sup>1</sup> - \$1.3541 Base) x 100 gallons)
Total Compensation	\$ 944	Lane Rate for following month

<sup>1</sup> – Actual Fuel Index Rate posted on GM SupplyPower Website

If payment is to be made in Canadian dollars then the \$99 in this example would be multiplied by the exchange rate provided by GM as shown below.

**Example of Fuel Adjustment Program Exchange Rate Application:**

Fuel Cost Adjustment	\$ 99.00	USD – Calculated in example above
Exchange Rate	1.1187 <sup>2</sup>	Posted & updated by GM monthly (varies)
Payment in CAD	\$ 110.75	FCA paid in CAD

<sup>2</sup> – In above example, the Exchange Rate is 1.187 Canadian Dollars per 1.00 US Dollar.

**18. Payment For Services**

Notwithstanding anything to the contrary in this Agreement or any related contracts, Carrier agrees that Buyer shall not be required to pay Carrier in whole or in part for the applicable Services unless and until Buyer first receives payment from GM for those Services.

**19. Additional Carrier Requirements**

1. Receive and utilize the Daily Parts Manifest.
2. Provide Buyer the trailer number associated with each daily load.  
Trailer number must be furnished immediately following assignment of the unit.
3. Maintain pickup and delivery window times, +/- 15 minutes.
4. Route Manager will:
  - Follow the prescribed Route Manager part verification process in its entirety.
  - Verify part numbers and quantities using packing lists and parts manifest.
  - Visually insure that documents match actual freight quantities loaded.



- Report any discrepancy (i.e. under shipment or over shipment) immediately (at the time of pick up) to Buyer. (Alarm 3)
  - Supervise the loading of material onto the trailer.
  - Ensure freight is loaded in a manner that will result in safe, damage-free transit.
  - Ensure material is properly secured within the trailer.
5. Route Manager responsibilities are identical for all carriers
  6. Immediately communicate exceptions to pick ups, adherence to schedule and / or any intransit delays. (Alarm 3.5)
  7. Carrier Dispatch / Operations must be available 24 hours, 7 days.
  8. All units must be equipped with onboard communications (satellite or cellular) unless granted an operational deviation by Buyer. Satellite communication is required on all lanes over 500 miles round trip and for GM Powertrain lanes over 100 miles.
  9. Providing false information regarding status of load, check calls, load location, ect, may result in loss of lane revenue, loss of lane and / or New Business Hold, if warranted. Discipline for falsification of carrier information:
    - 1st incident – Loss of full lane rate
    - 2ns incident – Loss of Lane
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  10. On round trip lanes, the return of empty containers is to be given the same attention to service as the inbound loaded movement (i.e. same transit time applies).
  11. All Carrier trailer yards are to be inventoried (yard check) twice per day to ensure accurate and timely dispatch / departure of all trailers.
  12. All Carriers are required to meet trailer specifications set forth by GM.
  13. Trailer damage must be noted and documented at the location and time of occurrence to obtain reimbursement.
  14. All Carriers and Route Managers must maintain registration with and compliance to U.S. Customs programs, such as FAST / NCAP / ACE Manifest to ensure expeditious and secure crossing of U.S. Border points.
  15. All Tier II carriers will furnish their own equipment and ensure that sufficient equipment and resources are in place to meet the transportation requirements.
  16. Where trailer interchange agreements are required, this will be specified in the Lane Exhibit associated with those specific lanes.
  17. Carriers must be prepared to accommodate all increases in volumes above the estimated volumes at the quoted rates, when given 24-hour notice by the Buyer.
  18. Route managers are required to be able to read and speak English in compliance with Federal Regulations for holders of the Commercial Drivers License.
  19. Carriers that need to broker loads or use other carriers to service contracted lanes must get the Buyer's approval prior to dispatching the load. The failure to communicate any outsourcing or brokering activity by the Carrier to the Buyer will be considered falsification of a route update and the penalties for falsifying information will apply.

**RULES AND ACCESSORIAL CHARGES EXHIBIT  
SCHEDULE OF CHARGES  
CHARGES IN \$ U.S.**

**Re: Article 2. Additional Licenses and Permits**

Charges for handling each "In-Bond" shipment will not exceed: \$ 25.

**Re: Article 4. Detention Charges**

Time Period With Power

for each 30-minute period or fraction thereof beyond  
free time (Saturday, Sunday and GM Holidays excluded): \$ 15.

Time Period Without Power

for each 24-hour period or fraction thereof beyond free  
time (Saturday, Sunday and GM Holidays included): \$ 25.

**Re: Article 7. Pickup or Delivery Service on Sundays or GM Holidays (Truckload only)**

Per Driver Hour: \$ 33.

Minimum Charge of 4 Hours: \$ 132.

**Re: Article 8. Reconsignment or Diversion Charge: \$ 25.**

**Re: Article 9. Re-Delivery**

If re-delivery of a shipment is required, \$ 75 TL  
a charge per vehicle or trailer will be assessed: Per Vehicle  
\$ 35 LTL  
Per Shipment  
\$ 75  
Maximum Charge

**Re: Article 12. Service Guarantee (Truckload only)**

Cartage, loading and unloading for expedited services: \$ 5 Per CWT  
\$ 30  
Minimum Charge  
\$ 250  
Maximum Charge

**Re: Article 15. Stop-Offs (Truckload only)**

Charges Per Stop: \$ 25. Per Stop  
Intra-Plant Stops: \$ 20. Per Stop

**Re: Article 16. Vehicle Furnished But Not Used**

The charge will be assessed to a GM Facility making  
such a request \$ 75. TL

**RULES AND ACCESSORIAL CHARGES Exhibit  
SCHEDULE OF CHARGES  
FOR PAYMENT IN CANADIAN DOLLARS**

**Re: Article 2. Additional Licenses and Permits**

Charges for handling each "In-Bond" shipment will not exceed: \$ 33.

**Re: Article 4. Detention Charges**

Time Period With Power

for each 30-minute period or fraction thereof beyond  
free time (Saturday, Sunday and GM Holidays excluded): \$ 20.

Time Period Without Power

for each 24-hour period or fraction thereof beyond free  
time (Saturday, Sunday and GM Holidays included): \$ 33.

**Re: Article 7. Pickup or Delivery Service on Sundays or GM Holidays (Truckload Only)**

Per Driver Hour: \$ 43.

Minimum Charge of 4 Hours: \$ 170.

**Re: Article 8. Re-Consignment or Diversion Charge: \$ 33.**

**Re: Article 9. Re-Delivery**

If re-delivery of a shipment is required, a charge per  
vehicle or trailer will be assessed: \$ 97. TL Per Vehicle  
\$ 45. LTL Per Shipment  
\$ 97. Maximum Charge

**Re: Article 12. Service Guarantee (Truckload Only)**

Cartage, loading and unloading for expedited services: \$ 6. Per CWT  
\$ 39. Minimum Charge  
\$ 323. Maximum Charge

**Re: Article 15. Stop-Offs (Truckload only)**

Charges Per Stop: \$ 37.50 Per Stop  
Intra-Plant Stops: \$ 26. Per Stop  
Cross Docking and Delivery for Split Truckloads \$ 50. Per Delivery

**Re: Article 16. Vehicle Furnished But Not Used**

The charge will be assessed to a GM Facility making  
such a request: \$ 97. TL  
\$ 45. LTL

**LANE EXHIBIT**  
**APPENDIX TO SERVICES SPECIAL TERMS – MATERIAL TRUCK**

*\*Please reference the Material Truck Lane Exhibit under the Global Logistics Terms & Conditions folder in SupplyPower*

Gmsupplypower/global logistics/global logistics terms & conditions/material truck lane exhibit



**SERVICE PROVIDER -- LOGISTICS  
GENERAL TERMS AND CONDITIONS**

**1. PROVISION OF SERVICES**

Provider agrees to provide, on a non-exclusive basis, services, including transportation-related services, to Buyer on behalf of General Motors ("GM") in accordance with the terms of this contract and the Statement of Requirements or Statement of Work (as may be amended by the parties from time to time) which has been provided to Provider and is incorporated into this contract by reference ("Services"). In the event of a conflict between any provision of these General Terms and Conditions and the Statement of Requirements or Statement of Work, these General Terms and Conditions will apply with respect to the Services covered by such Statement of Requirements or Statement of Work.

Nothing contained herein shall be deemed to constitute a representation regarding minimum levels of Services or assured levels of compensation by Buyer. Service volumes are subject to change and Provider accepts the risk of such volume fluctuations. Provider acknowledges that the Services may be a part of a global network of service providers providing the same or complementary services and Provider will be expected to perform the Services in cooperation and collaboration with such other service providers.

**2. ACCEPTANCE**

Provider has read and understands this contract and agrees that Provider's written acceptance or commencement of any work or services under this contract shall constitute Provider's acceptance of these terms and conditions (including those incorporated by reference) only.

**3. SERVICES SPECIAL TERMS; APPENDICES**

The terms and conditions specifically applying to Provider's Service mode may be set forth in the applicable Services Special Terms, which have been separately provided to Provider and are incorporated into this contract by reference. Routes, charges, and operational details related to the Services may be set forth in one or more appendices to this contract ("Appendices"), which are hereby incorporated by reference into this contract. In the event of a conflict between any provision of this contract and an Appendix, the most recent Appendix will apply with respect to Services covered by such Appendix.

**4. NONRECOURSE**

Provider waives any and all claims Provider may have against GM for payment of charges for services rendered by Provider, unless Provider has notified GM prior to GM's payment to Buyer, with a copy of such notice to Buyer, that Provider's undisputed invoices for transportation services are not being timely paid by Buyer.

#### **5. BEST EFFORTS; STANDARD OF WORKMANSHIP**

Provider will use its best skills and judgment to perform the Services in furtherance of the interests of Buyer and GM, and in a safe, timely, diligent, efficient, and economic manner. At Provider's sole expense, Provider will provide all facilities, equipment, and properly trained and licensed operators and other personnel necessary to carry out the Services. Services will be performed by competent personnel, and will be of professional quality, consistent with generally accepted industry standards for the performance of such services. Conveyances and other equipment necessary to perform Services will be maintained in good working condition and operated in a safe, efficient, and economic manner.

#### **6. CONTROL OF SERVICES**

Buyer will not request, and Provider shall not perform, Services that would require Provider or any of its representatives, employees, subcontractors or others to exceed or violate any applicable laws, rules, or regulations. Provider has sole and exclusive control over the manner in which Provider and its employees and/or subcontractors perform Services. Such individuals shall be considered employees or subcontractors of Provider only and shall be subject to employment, discharge, discipline and control solely and exclusively by Provider, which shall be fully responsible for their acts.

#### **7. ASSIGNMENT**

Unless otherwise specifically prohibited by applicable law, Provider may not assign or delegate its rights or obligations under this contract without Buyer's prior written consent. Buyer may assign this agreement at any time, and shall provide Provider with prior written notice of such assignment.

#### **8. CONTINUOUS IMPROVEMENT**

Provider will have in place a continuous improvement process which focuses on achieving customer satisfaction. Provider will make available to Buyer upon request its continuous improvement plan describing the process Provider uses to implement continuous improvement and the documentation used to monitor and evaluate the process.

#### **9. SHIPPING DOCUMENTS**

Commitments for specific Services may be made through the issuance of a shipping document, as applicable (e.g., bill of lading, shipping notice, shipping order) in either written or electronic form, in accordance with all applicable laws and Buyer's established procedures. Shipping documents will include the correct identification of all goods shipped in accordance with GM and Buyer's instructions and Provider's requirements. Identification of the goods on bills of lading, invoices, and similar documents will be sufficient to enable GM and Buyer to easily identify the goods. Invoices that may be issued for the purpose of customs clearance are not intended as routing instructions. Provider shall carry all shipping documents required by the applicable laws and in force in the territory in which Provider provides Services. In the event there is a conflict between the provisions of this contract and any terms and conditions on a bill of lading,

invoice, or other shipping document, the provision of this contract will take precedence. All shipping documents issued will be subject to the terms and conditions of this contract.

#### **10. RATES AND CHARGES**

Rates and charges for the Services between specified points are set forth in the Appendices. All such rates and charges are exclusive of any value added or similar tax. When such value added or similar tax is charged by Provider, Provider must provide an original invoice issued to Buyer, itemizing such tax as a separate line item. Provider agrees that there are no other rates, charges, additional costs, or surcharges except those established in the Appendices and/or exhibits thereto. Unless otherwise mutually agreed in writing, the rates and charges set forth in an Appendix shall remain fixed throughout the term of the applicable Appendix, and are not subject to any new surcharges that may be implemented during the term of this contract.

#### **11. PAYMENT FOR SERVICES**

Time for payment will commence upon receipt by Buyer of a correct and complete invoice for Services rendered, and any cash discount privileges will be extended until such time as payment is due hereunder. Unless otherwise agreed in an Appendix, payment shall only be made (a) upon the completion of the Services, and (b) in the net amount (after giving effect to any reduction by GM to the invoice amount submitted to GM by Buyer) that GM shall pay Buyer for such Services; the invoice presented by Carrier to Buyer shall be deemed reduced to such net amount. Buyer may separately specify to Provider the required format, content, and timing of submissions of invoices for Services.

Unless otherwise mutually agreed in writing, the payment date will be the date established by GM's Multilateral Netting System ("MNS-2"), which provides, subject to banking and GM holidays, that payment will be made on the 2nd day of the 2nd month following the receipt of a correct and complete invoice. If the 2nd day of the 2nd month is a Saturday, Sunday, or bank or GM holiday, then payment will be on the next business day thereafter. Provider agrees to accept payment by check or by electronic funds transfer, in U.S. dollars or such other currency as is mutually agreed by Provider and Buyer. If payment is to be made by electronic funds transfer, Provider shall provide Buyer with appropriate bank details to effect such transfer, and Provider is responsible for all its own costs associated with electronic funds transfer.

Invoices which are received by Buyer more than 90 days after Services are performed will not be accepted for payment by Buyer on behalf of GM. Inquiries or claims for non-payment received by Buyer more than 30 days after such invoices are due and payable will not be investigated, researched, or paid. Each of Buyer and Provider retains the right for 18 months following payment to identify any erroneous under-, over-, or duplicate payment of the individual rates and charges identified in this contract, and to file a claim accordingly.



## **12. FINANCIAL RECORDS; RIGHT TO AUDIT**

At the request of Buyer, Provider will provide Buyer with true and correct information as to its financial condition and copies, audited if available, of its current financial statements. Provider further grants to Buyer access to all pertinent ledgers, books, records, electronic files, correspondence, written instructions, drawings, receipts and allocations related to the Services, and agrees to maintain the records for at least 5 years (or such longer period as may be required by the law applicable in the jurisdiction in which Services are provided) and in a manner to facilitate an audit. Provider agrees that such audit may be used as a basis for settlement of charges for Services. Buyer understands and acknowledges that such records secured from Provider during the course of a review are the confidential and proprietary information of Provider. All information derived from any such review shall be used by Buyer solely for purposes consistent with the terms and conditions of this contract and shall not be disclosed to any third party. Buyer shall have the right to enter, at all reasonable times, Provider's premises on which Services are being performed.

## **13. INSURANCE**

Provider shall obtain and maintain, pursuant to the terms of this contract and at its sole expense, insurance coverage of the types and with the minimum limits set forth in the applicable Services Special Terms. By requiring Provider to obtain insurance coverage, Buyer does not represent that coverage and limits will be adequate to protect Provider. The purchase of the required insurance coverage by Provider or the furnishing of certificate(s) of insurance will not release Provider from its respective obligations or liabilities.

All such coverage shall apply worldwide regardless of where a claim may occur. If required in a particular country where Services will be performed, Provider will obtain the same or similar coverages through insurers admitted or licensed to underwrite in such country. Provider shall provide Buyer with a certificate of insurance evidencing Buyer and GM as an additional insured for all coverage except [~~delete in Mexico~~:Workers Compensation], Cargo Legal Liability and Employers Liability (if applicable) for all activities connected with this contract, and stating that the above-listed insurance is primary to any coverage that may be available to Buyer and GM. Provider shall cause its insurance company to provide in such certificates for at least 30 days prior written notice to GM and Buyer of cancellation, modification, or material change to any policy. Such certificate shall be in a form acceptable to, and underwritten by insurance company(ies) satisfactory to GM and Buyer.

## **14. LOSS AND DAMAGE**

Provider's responsibility for loss or damage to goods being transported or stored under this contract is set forth in the Services Special Terms.

## **15. CLAIMS PROCEDURE**

The process for administering claims, including any limits upon the time to file such claims, for loss or damage to goods being transported or stored under this contract are set forth in the Services Special Terms.

## 16. INDEMNIFICATION

Provider shall indemnify and hold Buyer and GM harmless from and against the following liabilities:

- a. Any liability, claims, demands, debits or expenses (including without limitation damages, (together with attorney's and other professional fees), to the property of or injuries (including death) to Buyer or GM, their employees or any other person, arising from or in connection with Provider's performance of Services or use of Buyer's or GM property, except for such liability, claim, or demand arising out of the sole negligence of GM or Buyer.
- b. Any and all claims made against Buyer or GM by or on behalf of Provider's employees, agents or subcontractors for salary or other compensation or payments resulting or claimed to have resulted, in whole or in part, from services Provider or its agents or subcontractors perform for Buyer.
- c. Any and all penalties for fines of any character which may be sought to be enforced against Buyer or GM by reason of an alleged violation by Provider, its agents or subcontractors of any federal, state, provincial, or local law, rule or regulation.
- d. Any and all claims made by or on behalf of a third party against Buyer or GM, if such claim arises from services rendered by Provider, its agents or subcontractors.

## 17. FORCE MAJEURE

Any delay or failure of Provider, GM or Buyer to perform its obligations shall be excused if, and to the extent that, such delay or failure is the result of an event or occurrence beyond the reasonable control of such party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay and a recovery plan) shall be given by the affected party to the other party as soon as possible after the event or occurrence. During the period of such delay or failure to perform by Provider, GM or Buyer, at their option, may obtain the Services from other sources, without liability to Provider. In addition, Provider at its expense shall take such actions as are necessary to ensure the uninterrupted supply of Services to GM or Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Provider's labor contract(s). If requested by Buyer, Provider shall, within 10 days, provide adequate assurances that the delay shall not exceed 30 days. If the delay lasts more than 30 days or Provider does not provide adequate assurance that the delay will cease within 30 days, Buyer may immediately terminate the relevant Appendix(ces) without liability.

#### **18. TERM**

This contract shall be effective as of the date on which Provider commences Services, or as otherwise specified in the first effective Appendix, and shall remain in effect for so long as any Appendix is still in effect. Each Appendix shall be effective and continue in effect for the term specified therein.

#### **19. INSOLVENCY**

Buyer may immediately terminate this contract without liability to Provider in any of the following or other comparable events: (a) insolvency of Provider; (b) filing of a voluntary petition in bankruptcy or business reorganization by Provider; (c) filing of any involuntary petition in bankruptcy or business reorganization against Provider; (d) appointment of a receiver or trustee for Provider; or (e) execution of an assignment for the benefit of creditors by Provider, provided that such petition, appointment, or assignment is not vacated or nullified within 15 days of such event. Provider shall reimburse Buyer for all costs incurred by Buyer in connection with any of the foregoing, including, but not limited to, all attorney's or other professional fees.

#### **20. TERMINATION FOR BREACH OR NONPERFORMANCE; SALE OF ASSETS OR CHANGE IN CONTROL**

Buyer reserves the right to terminate all or any part of this contract, without liability to Provider, if Provider: (a) repudiates or breaches any of the terms of this contract; (b) fails to perform Services as specified by Buyer; (c) fails to make progress so as to endanger timely and proper completion of Services; and does not correct such failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach. In addition, Buyer may terminate this contract upon giving at least 60 days notice to Provider, without liability to Provider, if Provider (i) sells, or offers to sell, a material portion of its assets, or (ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged, a sufficient amount of its stock that effects a change in the control of Provider.

#### **21. CONFIDENTIALITY**

For purposes of this Paragraph, Buyer's Information means all information (oral or written) and documents (in any medium) that have been furnished to Provider by Buyer or GM, or that has been developed by Provider in connection with the Services. Buyer and GM are willing to disclose Buyer's Information only with the understanding that Provider will maintain its confidentiality. Provider acknowledges that Buyer's Information is being disclosed to Provider for the sole purpose of permitting Provider to perform the Services, and agrees that it will not use Buyer's Information for any other purpose. In addition, Provider agrees that it will not disclose, disseminate or otherwise make available Buyer's Information to anyone, other than to those employees who have a need to know it in order for Provider to fulfill its obligations under this contract, without the prior written agreement of Buyer. Provider's employees, and any other person consented to by Buyer, to whom Buyer's Information is made available, shall sign an agreement containing obligations similar to those contained in this Paragraph.

Provider shall provide for the physical, managerial and electronic security of Buyer's Information such that Buyer's Information is reasonably maintained and secured, ensuring it is safe from unauthorized access or use during utilization, transmission and storage. Should any unauthorized breach occur, Provider shall notify Buyer as soon as reasonably practicable, but not later than 24 hours after Provider becomes aware of such breach.

At Buyer's request or upon completion of Provider's use of Buyer's Information, Provider will return all copies of Buyer's Information to Buyer or, at Buyer's request, will destroy Buyer's Information and certify such destruction to Buyer. Provider may retain a copy of Buyer's Information, for archival purposes only, subject to Provider's continuing obligations under this Paragraph.

Provider further agrees to indemnify and hold Buyer and GM harmless from any all liabilities, damages, fines, penalties, costs, claims, demands and expenses (including costs of defense, settlement and reasonable attorney's fees), arising out of the disclosure or improper use of Buyer's Information by Provider, Provider's employees, or any other person to whom Provider disclosed Buyer's Information. Provider will immediately notify Buyer upon learning of any unauthorized use or disclosure of any Buyer's Information.

Provider recognizes that the disclosure of Buyer's Information may give rise to irreparable injury and acknowledges that remedies other than injunctive relief may not be adequate. Accordingly, Buyer and GM have the right to seek equitable and injunctive relief to prevent the unauthorized disclosure of any Buyer's Information, as well as such damages or other relief as is occasioned by such unauthorized use or disclosure.

In the event Provider is required to disclose Buyer's Information in connection with any judicial proceeding or government investigation, then Provider shall promptly notify Buyer and GM and allow a reasonable time for Buyer and GM to seek a protective order from the appropriate court or government agency. Thereafter, Provider may disclose Buyer's Information to the extent required by law, subject to any applicable protective order.

In addition, Provider recognizes that its close association with Buyer and GM personnel and access to Buyer's Information in the course of performing this contract may enable Provider to evaluate publicly available information about Buyer and GM from an insider's perspective and that Buyer's proprietary information would be revealed if such evaluations were published. Therefore, Provider agrees not to publish, or help anyone publish, anything whatsoever about Buyer or GM concerning the subject matter of this contract, except with the prior written consent of Buyer and GM.

## **22. NO ADVERTISING**

Provider shall not, and shall be responsible to ensure that its parents, subsidiaries, affiliates, and subcontractors do not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Provider has contracted to furnish Buyer

on GM's behalf, the Services, or use any trademarks, logos, slogans or trade names of Buyer or GM in Provider's advertising or promotional materials.

### **23. COMPLIANCE WITH LAWS; FORCED LABOR**

Provider, and any Services supplied by Provider, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) where Services are provided or that relate to the provision, licensing, approval, or certification of the Services, including, but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety[*in Europe, add: , and including any certification required in connection with domestic or cross-border transport of goods within the European Union*]. Provider shall be responsible for obtaining and maintaining any approvals, permits and licenses required under national, state and local laws, ordinances, regulations and rules that are applicable to the performance of Services. [*In Europe, add: Provider represents that it and any carrier, freight forwarder or other third party hired by Provider as a subcontractor will only use employees in possession of either the necessary work permit or, to the extent required by law, an official negative certification. Any employees performing transport services under this contract will carry the originals of the relevant documentation with the transport at all times. ]*Provider represents that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor or engage in abusive employment practices or corrupt business practices in the provision of Services. At Buyer's request, Provider shall certify in writing its compliance with the foregoing [*in Europe, add: and/or immediately submit all original licences, permits or other required documentation at any time to Buyer for inspection*]. Provider shall indemnify and hold Buyer and GM harmless from and against any liability, claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Provider's noncompliance.

### **24. IMPORT AND EXPORT CONTROL**

This contract shall be subject to, and Provider shall comply with, all import and export control laws, statutes, regulations, rules, orders, licenses, requirements, and governmental requests applicable to imports, exports, and/or transactions pursuant to or in connection with this contract.

### **25. CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM**

For shipments with origins or destinations in North America, Provider will ensure compliance by all personnel, contractors, and subcontractors, including provision of electronic or paper data if required, to programs offered by U.S. Bureau of Customs and Border Protection, the U.S. Transportation Security Administration, U.S. Department of Homeland Security, Canada Customs and Revenue Agency, and Mexican Customs that facilitate the expeditious crossing of borders while preventing the unauthorized movement of materials. The referenced programs include, but are not limited to:

United States

C-TPAT (Customs Trade Partnership Against Terrorism)

FAST (Free and Secure Trade)  
NCAP (National Customs Automated Program)  
ACE (Automated Commercial Environment)  
Unannounced programs between the USA and other countries

Canada

FAST (Free and Secure Trade)  
CSA (Canada Self Assessment)  
PIP (Partners in Protection)  
Unannounced programs between Canada and other countries

Mexico

FAST (Free and Secure Trade)  
Unannounced programs between Mexico and other countries

Provider will ensure that any personnel, contractor, or subcontractor governed by its Operating Plan, and modifications thereto, are in full compliance including the execution of any required Memoranda of Understanding (MOUs) and applications.

Provider will ensure that electronic data is provided if required in the above programs.

**26. HAZARDOUS MATERIALS**

The consignor of the goods shall identify the content of the shipment and properly pack, package, label, and mark the goods in accordance with all applicable dangerous goods and hazardous materials laws before tendering to Provider. Provider shall not release hazardous materials for transport unless shipping papers, packaging, marking, labeling, permits, and placarding are in conformance with the appropriate governing regulations. Provider shall maintain updated copies of applicable regulations and ensure employees are adequately trained with respect to the requirement of such regulations.

**27. SETOFF/RECOUPMENT**

In addition to any right of setoff or recoupment provided by law, all net amounts due to Provider pursuant to paragraph 11 shall be considered net of indebtedness of Provider and its affiliates/subsidiaries to GM and Buyer and their affiliates/subsidiaries, including any claims for indemnity under paragraph 16; and Buyer and GM shall have the right to setoff against or to recoup from any amounts due to Provider and its affiliates/subsidiaries from GM and Buyer and their affiliates/subsidiaries.

**28. NO IMPLIED WAIVER**

The failure of either Provider or Buyer at any time to require performance by the other party of any provision of this contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this contract constitute a waiver of any succeeding breach of the same or any other provision.

## 29. RELATIONSHIP OF PARTIES

Provider and Buyer are independent contracting parties and nothing in this contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

## 30. GOVERNING LAW; JURISDICTION

This contract is to be construed according to the laws of the country (and state/province, if applicable) from which this contract is issued as shown by the address of Buyer, excluding any conflict of law provisions that would require application of another choice of law. Any action or proceedings by Buyer against Provider may be brought by Buyer in any court(s) having jurisdiction over Provider or, at Buyer's option, in the court(s) having jurisdiction over Buyer's location, in which event Provider consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Provider against Buyer may be brought by Provider only in the court(s) having jurisdiction over the location of Buyer from which this contract is issued.

[*In Singapore, add:* The Singapore Contracts (Rights of Third Parties) Act (Cap. 53B) ("CRTP Act") shall not apply to this contract and any person who is not party to this contract shall have no rights under the CRTP Act to enforce any of its terms.]

[*In Indonesia, add:* In the event of termination of this contract for any reason, both parties agree to waive the provisions of Articles 1266 and 1267 of the Indonesian Civil Code.]

[*In [Colombia, Ecuador, \_\_\_\_\_], add: [arbitration provision]*]

## 31. SEVERABILITY

If any term(s) of this contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this contract shall remain in full force and effect.

## 32. ENTIRE AGREEMENT

This contract, together with the Appendices, attachments, exhibits, supplements, or other terms of Buyer specifically referenced in this contract, constitutes the entire agreement between Provider and Buyer with respect to the matters contained in this contract and supersedes all prior oral or written representations and agreements. [*in Europe, add:* No other General Terms and Conditions shall apply, even if the application of such general terms and conditions is customary by any trade or business practice.]

## 33. MODIFICATION

No waiver, alteration, or modification of any of the provisions of this contract will be binding upon either party unless in writing signed by a duly authorized representative of both parties.

#### 34. NOTICES

Any notice, notification, approval, election or other communication delivered, given or made by one party hereto to another under this contract shall be in writing and shall be delivered personally; sent by special courier service (such as DHL, Federal Express, etc.), postage prepaid; or sent by facsimile to that party's address set out in this contract or to such other address as may be requested by either party in writing. A notice or other communication is deemed to be given if: (i) personally delivered, on the date of delivery; (ii) sent by special courier service, on the expiration of 5 business days after posting; or (iii) sent by facsimile, a successful transmission report is received by the sender.

#### 35. GM'S GOODS

Unless otherwise agreed in writing between Buyer and Provider, at no time and in no circumstances shall Provider acquire any interest in the goods handled by Provider in its provision of Services hereunder. Notwithstanding any other clause to the contrary, Provider agrees to immediately release the goods to Buyer or GM upon demand.

*[In Mexico, Chile, and \_\_\_\_\_, add:]* **36. LANGUAGE**

This contract (including any exhibits or appendices hereto) shall be entered into in the Spanish language. In the event that this contract is signed in Spanish and English, the Spanish version shall govern.]

*[In Mexico, add:]* **37. LABOR CLAUSE**

Provider accepts and recognizes that the workers or employees that take part in the performance of this contract, are Provider's own and will depend exclusively on Provider. Provider recognizes that none of these people have any contractual relation with Buyer, and that Provider assumes all the liabilities derived from the Federal Law of Labor, general laws, regulations, and other connected dispositions, as well as all types of labor claims. Provider is solely liable for registering its workers and employees with the Mexican Institute of Social Insurance and any other agency with jurisdiction in Mexico, and any other obligations which arise from accident, disease, or illness of Provider's employees during the term of this contract. In addition, Provider must register its employees with the federal registry of contributors, payments corresponding to the payment of utilities, as well as all other benefits and payments originated in the laws and other relative dispositions related to social security, tax on rent, and the inscription with the afore.

If Provider decides to hire foreign personnel, Provider will be solely liable for ensuring that their workers, employees, or their suppliers, comply with immigration documents and requirements necessary to work in Mexico. Provider shall hold Buyer and GM harmless from and against any liability claims, demands of any claim arising from Provider's noncompliance, either total or partial of these obligations.

Provider will be responsible for any liability, claims or demands by its employees against Provider or Buyer and/or its affiliates and/or subsidiaries before any authority, and Provider shall hold Buyer harmless from any claim against Buyer and/or anyone of its



directors, managers or employees in connection with such liability, claims, or demands by employees. In addition to being liable to pay to Buyer the costs, damages and attorneys' fees or other professional fees or any other costs incurred by Buyer for its defense, Buyer will have the right to discount the following payments to Provider: the total amount of the attorneys' or other professional fees or any other according to the before mentioned. If the amount owed to Buyer under this clause is more than the sum of outstanding payments due, or if there are not outstanding payments due, then Provider must deposit the difference or the total amount of the reimbursement into an account designated to Buyer within 15 days of written notice to Provider.]

SERVICE CONTRACT  
FOR  
LOGISTICS SERVICES

**Buyer:** [Name of corporate entity buying services (e.g. General Motors Corporation, Vector SCM, LLC)]  
[Address]  
Attention:  
Fax:

**Provider:** [Corporate name of service provider]  
[Address]  
Attention:  
Fax:

This Service Contract for Logistics Services is made and entered into by and between Buyer and Provider. This Service Contract consists of and is subject to the following:

1. Service Contract for Logistics Services (Cover Letter)
2. Service Provider -- Logistics, General Terms and Conditions, Dated: \_\_\_\_\_
3. Services Special Terms -- [*Insert Mode-Specific Special Terms*], Dated: \_\_\_\_\_
4. "Services" Statement of Requirements or Statement of Work and incorporated Appendices [*Insert Mode-Specific Statement of Requirements/Statement of Work and/or Appendices*].

Unless otherwise agreed between Buyer and Provider, this Service Contract shall be effective as follows:

Beginning date: \_\_\_\_\_

In Witness Whereof, Buyer and Provider have executed this Service Contract as of the beginning date specified above.

\_\_\_\_\_  
**Buyer Signature**  
Name (print):  
Title:

\_\_\_\_\_  
**Provider Signature**  
Name (print):  
Title:

PRICING SUMMARY APPENDIX NUMBER: 16A - 1

Revision Date: 01-01-09

LLP PROVIDER: Innovative Logistics

FACILITY NAME: Dayton ODC

Pricing will be in effect for the Period: January 1, 2009 thru December 31, 2010

Currency in U.S. Dollars

	SQ FT	COST	COMMENTS:
FACILITIES Annual Facility Cost *			
TOTAL FACILITIES		\$	

TOTAL MANAGEMENT FEE		\$	
----------------------	--	----	--

CROSSDOCK			
ANNUAL HUNDRED WEIGHT			
PRICE PER HUNDREDWEIGHT *			
TOTAL CHARGED		\$ -	

FREIGHT COSTS			
Supplier Direct		\$ -	
Supplier to Crossdock (Detail At Bottom)		\$ -	
Crossdock to Plant		\$ -	
Plant to Supplier		\$ -	
Plant to Crossdock		\$ -	
Crossdock to Supplier		\$ -	
TOTAL FREIGHT COSTS		\$ -	

TOTAL MANAGED AND TRANSPORTATION COSTS	\$
--	----

INBOUND COLLECTION FREIGHT RATES AND COST BREAKDOWN			
Annual Tier 1 Miles			
Tier 1 Contracted Cost / Miles *		\$ -	
Annual Tier 1 Stops			
Tier 1 Contracted Cost / Stop *		\$ -	
Total Tier 1 Inbound Collection Cost		\$ -	
Annual Tier 2 / Purchased Trans Miles			
Annual Tier 2 / Purchased Trans Stops			
Total Tier 2 / Purchased Trans Cost		\$ -	
Total Supplier to Crossdock Freight Cost		\$ -	

Notes:

- 1) \* Rates are fixed for term of contract for Tier 1, Facilities & Crossdock CWT.
- 2) Tier 2 rates are subject to change with GM approval
- 3) Volumes are subject to change and are not guaranteed
- 4) This Pricing Summary is hereby made an Appendix to the Service Special Terms Lead Logistics Provided, Revision date April 18, 2005, between Innovative Logistics and General Motors Corp.

PRICING SUMMARY APPENDIX NUMBER: 16A - 2

Revision Date: 01-01-09

LLP PROVIDER: Innovative Logistics

FACILITY NAME: Detroit ODC

Pricing will be in effect for the Period: January 1, 2009 thru December 31, 2010

Currency in U.S. Dollars

	SQ FT	COST	COMMENTS:
FACILITIES Annual Facility Cost *			
TOTAL FACILITIES		\$	

TOTAL MANAGEMENT FEE		\$	
----------------------	--	----	--

CROSSDOCK			
ANNUAL HUNDRED WEIGHT			
PRICE PER HUNDREDWEIGHT *			
TOTAL CHARGED		\$ -	

FREIGHT COSTS			
Supplier Direct		\$ -	
Supplier to Crossdock (Detail At Bottom)		\$ -	
Crossdock to Plant		\$ -	
Plant to Supplier		\$ -	
Plant to Crossdock		\$ -	
Crossdock to Supplier		\$ -	
TOTAL FREIGHT COSTS		\$ -	

TOTAL MANAGED AND TRANSPORTATION COSTS	\$
--	----

INBOUND COLLECTION FREIGHT RATES AND COST BREAKDOWN			
Annual Tier 1 Miles			
Tier 1 Contracted Cost / Miles *		\$ -	
Annual Tier 1 Stops			
Tier 1 Contracted Cost / Stop *		\$ -	
Total Tier 1 Inbound Collection Cost		\$ -	
Annual Tier 2 / Purchased Trans Miles			
Annual Tier 2 / Purchased Trans Stops			
Total Tier 2 / Purchased Trans Cost		\$ -	
Total Supplier to Crossdock Freight Cost		\$ -	

Notes:

- 1) \* Rates are fixed for term of contract for Tier 1, Facilities & Crossdock CWT.
- 2) Tier 2 rates are subject to change with GM approval
- 3) Volumes are subject to change and are not guaranteed

PRICING SUMMARY APPENDIX NUMBER: 16A - 3

Revision Date: 01-01-09

LLP PROVIDER: Innovative Logistics

FACILITY NAME: Grand Rapids ODC

Pricing will be in effect for the Period: January 1, 2009 thru December 31, 2010

Currency in U.S. Dollars

	SQ FT	COST	COMMENTS:
FACILITIES			
Annual Facility Cost *			
TOTAL FACILITIES		\$	

TOTAL MANAGEMENT FEE		\$	
----------------------	--	----	--

CROSSDOCK			
ANNUAL HUNDRED WEIGHT			
PRICE PER HUNDREDWEIGHT *			
TOTAL CHARGED		\$ -	

FREIGHT COSTS			
Supplier Direct		\$ -	
Supplier to Crossdock (Detail At Bottom)		\$ -	
Crossdock to Plant		\$ -	
Plant to Supplier		\$ -	
Plant to Crossdock		\$ -	
Crossdock to Supplier		\$ -	
TOTAL FREIGHT COSTS		\$ -	

TOTAL MANAGED AND TRANSPORTATION COSTS	\$
--	----

INBOUND COLLECTION FREIGHT RATES AND COST BREAKDOWN			
Annual Tier 1 Miles			
Tier 1 Contracted Cost / Miles *		\$ -	
Annual Tier 1 Stops			
Tier 1 Contracted Cost / Stop *		\$ -	
Total Tier 1 Inbound Collection Cost		\$ -	
Annual Tier 2 / Purchased Trans Miles			
Annual Tier 2 / Purchased Trans Stops			
Total Tier 2 / Purchased Trans Cost		\$ -	
Total Supplier to Crossdock Freight Cost		\$ -	

Notes:

- 1) \* Rates are fixed for term of contract for Tier 1, Facilities & Crossdock CWT.
- 2) Tier 2 rates are subject to change with GM approval
- 3) Volumes are subject to change and are not guaranteed

PRICING SUMMARY APPENDIX NUMBER: 16A - 4

Revision Date: 01-01-09

LLP PROVIDER: Innovative Logistics

FACILITY NAME: West ODC

Pricing will be in effect for the Period: January 1, 2009 thru December 31, 2010

Currency in U.S. Dollars

	SQ FT	COST	COMMENTS:
FACILITIES			
Annual Facility Cost *			
TOTAL FACILITIES		\$	

TOTAL MANAGEMENT FEE		\$	
----------------------	--	----	--

CROSSDOCK			
ANNUAL HUNDRED WEIGHT			
PRICE PER HUNDREDWEIGHT *			
TOTAL CHARGED		\$ -	

FREIGHT COSTS			
Supplier Direct		\$ -	
Supplier to Crossdock (Detail At Bottom)		\$ -	
Crossdock to Plant		\$ -	
Plant to Supplier		\$ -	
Plant to Crossdock		\$ -	
Crossdock to Supplier		\$ -	
TOTAL FREIGHT COSTS		\$ -	

TOTAL MANAGED AND TRANSPORTATION COSTS	\$
--	----

INBOUND COLLECTION FREIGHT RATES AND COST BREAKDOWN			
Annual Tier 1 Miles			
Tier 1 Contracted Cost / Miles *		\$ -	
Annual Tier 1 Stops			
Tier 1 Contracted Cost / Stop *		\$ -	
Total Tier 1 Inbound Collection Cost		\$ -	
Annual Tier 2 / Purchased Trans Miles			
Annual Tier 2 / Purchased Trans Stops			
Total Tier 2 / Purchased Trans Cost		\$ -	
Total Supplier to Crossdock Freight Cost		\$ -	

Notes:

- 1) \* Rates are fixed for term of contract for Tier 1, Facilities & Crossdock CWT.
- 2) Tier 2 rates are subject to change with GM approval
- 3) Volumes are subject to change and are not guaranteed

PRICING SUMMARY APPENDIX NUMBER: 16A - 5

Revision Date: 01-01-09

LLP PROVIDER: Innovative Logistics

FACILITY NAME: Toronto ODC

Pricing will be in effect for the Period: January 1, 2009 thru December 31, 2010

Currency in U.S. Dollars

	SQ FT	COST	COMMENTS:
FACILITIES Annual Facility Cost *		\$ -	
TOTAL FACILITIES		\$	

TOTAL MANAGEMENT FEE		\$	
----------------------	--	----	--

CROSSDOCK			
ANNUAL HUNDRED WEIGHT			
PRICE PER HUNDREDWEIGHT *			
TOTAL CHARGED		\$ -	

FREIGHT COSTS			
Supplier Direct		\$ -	
Supplier to Crossdock (Detail At Bottom)		\$ -	
Crossdock to Plant		\$ -	
Plant to Supplier		\$ -	
Plant to Crossdock		\$ -	
Crossdock to Supplier		\$ -	
TOTAL FREIGHT COSTS		\$ -	

TOTAL MANAGED AND TRANSPORTATION COSTS	\$
--	----

INBOUND COLLECTION FREIGHT RATES AND COST BREAKDOWN			
Annual Tier 1 Miles			
Tier 1 Contracted Cost / Miles *		\$ -	
Annual Tier 1 Stops			
Tier 1 Contracted Cost / Stop *		\$ -	
Total Tier 1 Inbound Collection Cost		\$ -	
Annual Tier 2 / Purchased Trans Miles			
Annual Tier 2 / Purchased Trans Stops			
Total Tier 2 / Purchased Trans Cost		\$ -	
Total Supplier to Crossdock Freight Cost		\$ -	

Notes:

- 1) \* Rates are fixed for term of contract for Tier 1, Facilities & Crossdock CWT.
- 2) Tier 2 rates are subject to change with GM approval
- 3) Volumes are subject to change and are not guaranteed

PRICING SUMMARY APPENDIX NUMBER: 16A - 6

Revision Date: 01-01-09

LLP PROVIDER: Innovative Logistics

FACILITY NAME: Detroit RDC

Pricing will be in effect for the Period: January 1, 2009 thru December 31, 2010

Currency in U.S. Dollars

	SQ FT	COST	COMMENTS:
FACILITIES			
Annual Facility Cost *			
TOTAL FACILITIES		\$ -	

TOTAL MANAGEMENT FEE		\$ -	
----------------------	--	------	--

CROSSDOCK			
ANNUAL CONTAINERS			
PRICE PER CONTAINER *			Minimum Car Charge of .
TOTAL CHARGED		\$ -	Maximum Car Charge of

FREIGHT COSTS			
Supplier Direct		\$ -	
Supplier to Crossdock (Detail At Bottom)		\$ -	
Crossdock to Plant		\$ -	
Plant to Supplier		\$ -	
Plant to Crossdock		\$ -	
Crossdock to Supplier		\$ -	
TOTAL FREIGHT COSTS		\$ -	

TOTAL MANAGED AND TRANSPORTATION COSTS	\$ -
--	------

INBOUND COLLECTION FREIGHT RATES AND COST BREAKDOWN			
Annual Tier 1 Miles			
Tier 1 Contracted Cost / Miles *			
Annual Tier 1 Stops			
Tier 1 Contracted Cost / Stop *			
Total Tier 1 Inbound Collection Cost		\$ -	
Annual Tier 2 / Purchased Trans Miles			
Annual Tier 2 / Purchased Trans Stops			
Total Tier 2 / Purchased Trans Cost		\$ -	
Total Supplier to Crossdock Freight Cost		\$ -	

Notes:

- 1) \* Rates are fixed for term of contract for Tier 1, Facilities & Crossdock CWT.
- 2) Tier 2 rates are subject to change with GM approval
- 3) Volumes are subject to change and are not guaranteed



PRICING SUMMARY APPENDIX NUMBER: 16A - 7

Revision Date: 01-01-09

LLP PROVIDER: Innovative Logistics

FACILITY NAME: Datyon RDC

Pricing will be in effect for the Period: January 1, 2009 thru December 31, 2010

Currency in U.S. Dollars

	SQ FT	COST	COMMENTS:
FACILITIES			
Annual Facility Cost *			
TOTAL FACILITIES		\$ -	

TOTAL MANAGEMENT FEE		\$ -	
----------------------	--	------	--

CROSSDOCK			
ANNUAL CONTAINERS			
PRICE PER CONTAINER *			Minimum Car Charge of
TOTAL CHARGED		\$ -	Maximum Car Charge of

FREIGHT COSTS			
Supplier Direct		\$ -	
Supplier to Crossdock (Detail At Bottom)		\$ -	
Crossdock to Plant		\$ -	
Plant to Supplier		\$ -	
Plant to Crossdock		\$ -	
Crossdock to Supplier		\$ -	
TOTAL FREIGHT COSTS		\$ -	

TOTAL MANAGED AND TRANSPORTATION COSTS	\$ -
--	------

INBOUND COLLECTION FREIGHT RATES AND COST BREAKDOWN			
Annual Tier 1 Miles			
Tier 1 Contracted Cost / Miles *			
Annual Tier 1 Stops			
Tier 1 Contracted Cost / Stop *			
Total Tier 1 Inbound Collection Cost		\$ -	
Annual Tier 2 / Purchased Trans Miles			
Annual Tier 2 / Purchased Trans Stops			
Total Tier 2 / Purchased Trans Cost		\$ -	
Total Supplier to Crossdock Freight Cost		\$ -	

Notes:

- 1) \* Rates are fixed for term of contract for Tier 1, Facilities & Crossdock CWT.
- 2) Tier 2 rates are subject to change with GM approval
- 3) Volumes are subject to change and are not guaranteed

PRICING SUMMARY APPENDIX NUMBER: 16A - 8

Revision Date: 01-01-09

LLP PROVIDER: Innovative Logistics

FACILITY NAME: Buffalo RDC

Pricing will be in effect for the Period: January 1, 2009 thru December 31, 2010

Currency in U.S. Dollars

	SQ FT	COST	COMMENTS:
FACILITIES Annual Facility Cost *			
TOTAL FACILITIES		\$ -	

TOTAL MANAGEMENT FEE		\$ -	
----------------------	--	------	--

CROSSDOCK			
ANNUAL CARLOADS			
PRICE PER CARLOAD *			Minimum Car Charge N/A
TOTAL CHARGED		\$ -	Maximum Car Charge N/A

FREIGHT COSTS			
Supplier Direct		\$ -	
Supplier to Crossdock (Detail At Bottom)		\$ -	
Crossdock to Plant		\$ -	
Plant to Supplier		\$ -	
Plant to Crossdock		\$ -	
Crossdock to Supplier		\$ -	
TOTAL FREIGHT COSTS		\$ -	

TOTAL MANAGED AND TRANSPORTATION COSTS	\$ -
--	------

INBOUND COLLECTION FREIGHT RATES AND COST BREAKDOWN			
Annual Tier 1 Miles			
Tier 1 Contracted Cost / Miles *			
Annual Tier 1 Stops			
Tier 1 Contracted Cost / Stop *			
Total Tier 1 Inbound Collection Cost		\$ -	
Annual Tier 2 / Purchased Trans Miles			
Annual Tier 2 / Purchased Trans Stops			
Total Tier 2 / Purchased Trans Cost		\$ -	
Total Supplier to Crossdock Freight Cost		\$ -	

Notes:

- 1) \* Rates are fixed for term of contract for Tier 1, Facilities & Crossdock CWT.
- 2) Tier 2 rates are subject to change with GM approval
- 3) Volumes are subject to change and are not guaranteed

Revision Date: 05-25-07

Appendix 16B  
Page 1 of 2

### **Diesel Fuel Cost Adjustment**

Except as otherwise stated below, a diesel fuel cost adjustment shall apply to all lanes listed in Appendix 17 (Operating Plan) of this LLP Special Terms and Conditions Agreement, which are submitted by the LLP to GM prior to each new calendar quarter or as required by GM. Spot Buys and lanes less than 50 miles (except for shuttle activity specifically identified on a Lane Exhibit) will not be eligible for the Fuel Cost Adjustment.

In each Operating Plan submission, LLP will separate the cost of each lane into two parts. The first part shall consist of the cost of diesel fuel, excluding all taxes (the "Base Fuel Cost"). The second part shall consist of all other remaining costs for operating the lane including charges for miles, stops and other services (the "Base Route Cost").

Each Lane Exhibit issued in support of the Operation Plan will show the Base Route Cost and further include a fixed Base Fuel Cost for diesel fuel. A Fuel Cost Adjustment will be made if the Index Rate is different from the Base Fuel Cost based on the following:

Mileage: Mileage determination will be in accordance with "PC Miler Streets." The version utilized will be determined by GM.

Base Route Cost: All cost for each lane excluding fuel that will remain fixed.

Base Fuel Rate: A fixed price per gallon of diesel fuel used to calculate the Base Fuel Cost. The Base Fuel Rate will be US\$1.3541 per gallon.

Base Fuel Cost: The Base Fuel Cost will be calculated for each lane:

1. LLP will use miles per gallon ("MPG") and Base Fuel Rate figures from GM. The standard Miles per Gallon is set at 6.2, unless a different Miles per Gallon rate is agreed upon by the parties in a Lane Exhibit. Unless otherwise agreed by the parties, the MPG and Base Fuel Rate figures will remain fixed.
2. LLP will divide the number of miles for each lane by the MPG to determine the number of Gallons Used of diesel fuel on each such lane.
3. LLP will multiply the number of Gallons Used by the Base Fuel Rate to determine the Base Fuel Cost for each lane.

Index Rate: Will be based on the published price per gallon as listed in the U.S. National Average Diesel Fuel Index published by the Energy Information Administration of the U.S. Department of Energy (DOE). This index is updated and available by 5:00 pm each Monday (202-586-6966) or <http://www.eia.doe.gov>. GM will use an average of the figure published on Monday of each week during a month as the basis for the Fuel Cost Adjustment for the following calendar month (Example: The Index Rate to be used in August, 2005 will be the average of rates published on July 5, 11, 18, 25). The adjusted Index Rate will be effective at 12:01 AM on the first Sunday of the following month.

Revision Date: 05-25-07

Appendix 16B

Page 2 of 2

Fuel Cost Adjustment: The Base Fuel Cost will be adjusted by GM on a monthly basis and will be calculated for each lane as follows:

1. The Base Fuel Rate will be subtracted from the Index Rate, and then multiplied by the Gallons Used to determine the Fuel Cost Adjustment for each lane. This calculation will be done in US Dollars (USD).
2. LLP will advise carrier each month of the fuel cost adjustment. Carrier agrees that it will not receive any price adjustment for diesel fuel other than that set forth herein.
3. If a carrier is to be paid in Canadian dollars, then LLP will use an exchange rate provided by GM to convert the Fuel Adjustment Rate calculated in U.S. dollars to Canadian dollars. This exchange rate will be updated by GM monthly and listed on its SupplyPower Website (<http://www.gmsupplypower.com>). The exchange rate will be applied to the Fuel Cost Adjustment after the Fuel Cost Adjustment is calculated in US Dollars.
4. Example of Fuel Cost Adjustment Program calculation (all figures are in USD):

**Example of Fuel Adjustment Program:**

Gallons Used	100	(620 contracted lane miles / 6.2 MPG)
Base Route Cost	\$ 710	Base Lane Rate Cost (Dry)
Base Fuel Cost	<u>\$ 135</u>	(100 gallons x \$1.3541 Base Fuel Rate)
Contracted Lane Rate	\$ 845	Subtotal (appears on Lane Exhibit)
Fuel Cost Adjustment	\$ 99	(((\$2.34 Index <sup>1</sup> - \$1.3541 Base) x 100 gallons)
Total Compensation	\$ 944	Lane Rate for following month

<sup>1</sup> – Actual fuel rate posted on SupplyPower Website.

If payment is to be made in Canadian dollars then the \$99 in this example would be multiplied by the exchange rate provided by GM as shown below.

**Example of Fuel Adjustment Program Exchange Rate Application:**

Fuel Cost Adjustment	\$ 99.00	USD – Calculated in example above
Exchange Rate	1.1187 <sup>(2)</sup>	Posted & updated by GM monthly (varies)
Payment in CAD	\$ 110.75	FCA paid in CAD

<sup>2</sup> – In above example, the Exchange Rate is 1.187 Canadian Dollars per 1.00 US Dollar.

## APPENDIX 16C

### LLP MANAGEMENT FEE, COMPENSATION AND TERMS

#### I. Compensation

LLP's total compensation will initially be as set forth in the Pricing stated in Appendix 16A to the Terms and Conditions and may be revised in writing from time to time by the parties with mutual approval. Pricing will consist of the following:

Pricing for the Origin Distribution Center (ODC) LLP will consist of 4 components:

1. Annual Fixed Facility Cost
2. Tier 1 (transportation provided by ODC Service Provider) Inbound Transportation Cost expressed as a Cost Per Mile and Cost Per Stop.
3. Crossdock Hundredweight (CWT) Cost where the Total Billable weight will include inbound material weight cross docked and returnable container weight handled.
4. Tier 2 Carrier Costs. Carriers contracted by the ODC with GM approval. The cost of Tier 2 Carriers are passed through to GM without markup by ODC.

Pricing for the Regional Distribution Center (RDC) LLP will consist of 3 components:

1. Price per container or railcar with a minimum and maximum cost per railcar.
2. Tier 1 Transportation Cost which are transportation services provided by RDC Service Provider. Rates are reviewed and approved by GM and the lane specifications are detailed in the Operation Plan (Appendix 17 template).
3. Tier 2 Carrier Costs (if applicable). Carriers contracted by the RDC with GM approval. The cost of Tier 2 Carriers are passed through to GM without markup by RDC.

#### II. Term of Rates for Compensation/Pricing

The Pricing quoted from Section 1 (Compensation), except for ODC/RDC Tier 2 Carrier Costs and RDC Tier 1 Carrier Costs, are stated in Appendix 16A and will be in effect from January 1, 2009 until December 31, 2010. Thereafter these rates will continue in effect until terminated by either party by giving the other party at least 90 days' prior written notice thereof.

The rates for Pricing items defined in Section 1, Compensation, and detailed on Appendix 16A, except for Tier 2 rates, are subject to the following:

- a. Rates will remain constant through the term of the agreement.
- b. Service Provider must honor these rates for term of agreement.
- c. Volumes are not guaranteed.

### **III. Billing**

LLP's compensation earned will be invoiced weekly for each applicable plant.

LLP will invoice GM using the operating plan procedures as defined in Appendix 17 ("Baseline Plan Template" and "Op Plan Template") and Appendix 18 (Weekly Invoice Template) of this Service Contract.

LLP will commence plant weekly invoicing in accordance with the rates as set forth in Appendix 16A.

## Appendix 21

### Reports

4 Panel Metrics	Weekly
LLP Boxchart	Weekly
GMNA Scorecard	Monthly
# of Deliveries	
Material Damage	
On-time Delivery	
Transportation Failures	
Lost Units	
Missed Units	
Diversity Spend	
Op Plan – GM Engineering	Quarterly
Op Plan - GM Billing	Quarterly
PTA Normal List	Quarterly
Ad Hoc Report	Monthly
Cost Savings Report	Bi-monthly
Cost Savings Verification	Monthly
Transportation Studies	As Required
NAST Forms	As Required
Database Form	
Executive Summary	
Cost Impact Forms	As Required
Mentored Carrier Report	Monthly
GM Carrier Annual Purchased Value	Quarterly
Carrier On-time Delivery	Monthly
Crossdock Performance/Action Summary	Weekly
Performance to Op Plan/Pec-f	Weekly
Linehaul Cube	Weekly
LLP Assessment	Twice Annually
LLP Miles Summary	Weekly
Pipeline Report	Monthly
Master Data File (MDF)	As scheduled

This list is not all-inclusive and is subject to change